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|--|---|
| Attorney or Party Name, Address, Telephone & FAX Numbers, State Bar Number & Email Address JAMIE LYNN GALLIAN 16222 MONTEREY LANE UNIT 376 HUNTINGTON BEACH, CA 92649 (714) 321-3449 jamiegallian@gmail.com | FOR COURT USE ONLY |
| <input checked="" type="checkbox"/> Debtor appearing without attorney <input type="checkbox"/> Attorney for Debtor | |
| UNITED STATES BANKRUPTCY COURT | |
| CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION | |
| In re: JAMIE LYNN GALLIAN Debtor(s): | CASE NUMBER: 8:21-bk-11710-ES CHAPTER: 7 DEBTOR'S NOTICE OF MOTION AND MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY) AMENDED [No hearing required unless requested under LBR 9013-1(o)] |
| Creditor Name: The Huntington Beach Gables Homeowners Association | |

TO THE CREDITOR, ATTORNEY FOR CREDITOR AND OTHER INTERESTED PARTIES:

- NOTICE IS HEREBY GIVEN** that Debtor moves this court for an order, pursuant to LBR 9013-1(o) upon notice of opportunity to request a hearing (i.e., without a hearing unless requested), avoiding a lien on the grounds set forth below.
- Deadline for Opposition Papers:**
Pursuant to LBR 9013-1(o), any party opposing the motion may file and serve a written opposition and request a hearing on this motion. If you fail to file a written response within 14 days of the date of service of this notice of motion and motion, plus an additional 3 days unless this notice of motion and motion was served by personal delivery or posting as described in Federal Rules of Civil Procedure 5(b)(2)(A)-(B), the court may treat such failure as a waiver of your right to oppose this motion and may grant the requested relief.

"Bankruptcy Code" and "11 U.S.C." refer to the United States Bankruptcy Code, Title 11 of the United States Code. "FRBP" refers to the Federal Rules of Bankruptcy Procedure. "LBR" and "LBRs" refer to the Local Bankruptcy Rule(s) of this court.

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

3. **Type of Case:**

a. A voluntary petition under Chapter 7 11 12 13 was filed on: 07/09/2021

b. An involuntary petition under Chapter 7 11 was filed on: _____

An order of relief under Chapter 7 11 was entered on: _____

c. An order of conversion to Chapter 7 11 12 13 was entered on: _____

d. Other: _____

4. **Procedural Status:**

a. Name of Trustee appointed (if any): JEFFREY GOLDEN

b. Name of Attorney for Trustee (if any): Dannino, Gill, Israel & Krasnoff, L.L.P.

5. Debtor claims an exemption in the subject real property under:

a. California Code of Civil Procedure § 704.930 (Homestead): Exemption amount claimed on schedules: \$ 600,000.00

b. California Code of Civil Procedure § _____ Exemption amount claimed on schedules: \$ _____

c. Other statute (specify): Declared Homestead filed 7/9/2021 PURSUANT TO 11 U.S.C. §§522 (P)(2)(B) BELOW

6. Debtor's entitlement to an exemption is impaired by a judicial lien, the details of the lien are as follows:

a. Date of entry of judgment (specify): _____

b. Case name (specify): See Attachment A

c. Name of court: Orange County Superior Court

d. Docket number (specify): See Att. A

e. Date (specify): _____ and place (specify) See Att. A of recordation of lien

f. Recorder's instrument number (specify): See Att. A

7. The property claimed to be exempt is as follows:

a. Street address, city, county and state, where located, (specify): 16222 Monterey Lane Unit 376 Huntington Beach, CA 92649 (Fair Market Value Debtors interest \$235,000.00)

b. Legal description (specify): See Attachment B

See attached page

2/25/2021

8. Debtor acquired the property claimed as exempt on the following date (specify): 11/01/2018 11 U.S.C. §§522(P)(2)(B)

9. Debtor alleges that the fair market value of the property claimed exempt is: \$ 235,000.00

10. The subject property is encumbered with the following liens (list mortgages and other liens in order of priority and place an "X" as to the lien to be avoided by this motion):

| Name of Lienholder | "X" | Date Lien Recorded | Original Lien Amount | Current Lien Amount | Date of Current Lien |
|--------------------|--------------------------|--------------------|----------------------|---------------------|----------------------|
| None | <input type="checkbox"/> | | \$ | \$ | |
| | <input type="checkbox"/> | | \$ | \$ | |
| | <input type="checkbox"/> | | \$ | \$ | |
| | <input type="checkbox"/> | | \$ | \$ | |

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

11. Debtor attaches copies of the following documents in support of the motion (as appropriate):

- a. Schedule C to bankruptcy petition listing all exemptions claimed by Debtor
- b. Appraisal of the property
- c. Documents showing current balance due as to the liens specified in paragraph 11 above
- d. Recorded Abstract of Judgment
- e. Recorded Declaration of Homestead (Homestead Exemption)
- f. Declaration(s)
- g. Other (specify):

Preliminary Title Report dated October 18, 2018, sold 10/31/2018, APN 937-630-53, debtors previous home w/o any Huntington Beach Gables Homeowners Association liens att. to property; Curr. HCD Certificate of Title.

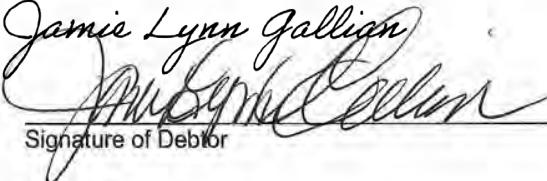
12. Total number of attached pages of supporting documentation: _____

13. Debtor declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct [28 U.S.C. § 1746(1) and (2)].

WHEREFORE, Debtor requests that this court issue an order avoiding Creditor's lien in the form of the **Attachment** to this motion.

7/22/2022

Executed on (date): XXXXXXXXXX


Signature of Debtor

JAMIE LYNN GALLIAN
Printed name of Debtor

Date: _____

Signature of Attorney for Debtor

Printed name of Attorney for Debtor

ATTACHMENT TO MOTION/ORDER
(11 U.S.C. § 522(f): AVOIDANCE OF REAL PROPERTY JUDICIAL LIENS)

This court makes the following findings of fact and conclusions of law:

1. **Creditor Lienholder/Servicer:** The Huntington Beach Gables Homeowners Association

2. **Subject Lien:** Date and place of recordation of lien (specify): Orange County Superior Court - See Attached recording dates and recorder's instrument numbers (See Attachment A)

Recorder's instrument number or document recording number: (See Attachment A) _____

3. **Collateral:** Street address, city, county and state, where located, legal description and/or map/book/page number, including county of recording:
16222 Monterey Lane Unit 376 Huntington Beach, CA 92649 (See Attachment B)

See attached page.

4. **Secured Claim Amount**

a. Value of Collateral: \$ 235,000.00

b. Amounts of Senior Liens (reducing equity in the property to which the subject lien can attach):

(1) First lien: (\$ _____)

(2) Second lien: (\$ _____)

(3) Third lien: (\$ _____)

(4) Additional senior liens (attach list): (\$ _____)

c. Amount of Debtor's exemption(s): (\$ 600,000.00)

d. Subtotal: (\$ 600,000.00)

e. Secured Claim Amount (negative results should be listed as -\$0-): \$ 0.00

Unless otherwise ordered, any allowed claim in excess of this Secured Claim Amount is to be treated as a nonpriority unsecured claim and is to be paid pro rata with all other nonpriority unsecured claims (in Chapter 13 cases, Class 5A of the Plan).

5. **Lien avoidance:** Debtor's request to avoid the Subject Lien is granted as follows. The fixing of the Subject Lien impairs an exemption to which Debtor would otherwise be entitled under 11 U.S.C. § 522(b). The Subject Lien is not a judicial lien that secures a debt of a kind that is specified in 11 U.S.C. § 523(a)(5) (domestic support obligations). The Subject Lien is void and unenforceable except to the extent of the Secured Claim Amount, if any, listed in paragraph 4.e. above.

See attached page(s) for more liens/provisions.

This form is optional. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

500 S. Main Street, First Floor, Suite 103

Orange, CA 92868-4512

or

P. O. Box 628

Santa Ana, CA 92702-0628



ESTABLISHED 1889

July 21, 2022

OFFICE OF THE ASSESSOR

891-569-62 HX

GALLIAN, JAMIE LYNN
 16222 MONTEREY LN, SPC 376
 HUNTINGTON BEACH, CA 92649

SUBJECT: Assessor Parcel Number: 891-569-62**Property Address:** 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACHThe Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021****Claimant Name:** GALLIAN, JAMIE LYNN

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH
 County AssessorBy
 Exemptions Division

I HEREBY CERTIFY THAT THIS IS A TRUE
 AND CORRECT COPY OF A PERMANENT
 RECORD OF THE ASSESSOR'S OFFICE.
 ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
 COUNTY ASSESSOR
 BY *Neil Sod*

2022 JUL 21 PM 2:22

ORANGE COUNTY ASSESSOR
 CLAUDE PARRISH

2022-23 Secured Assessment Roll

CLAUDE PARRISH, ORANGE COUNTY ASSESSOR

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

Parcel No: 891-569-62

Tax Rate Area: 04-902

Property Type: MOBILE HOME

Owner / Mailing Address

Assessee: GALLIAN, JAMIE LYNN

Address: 16222 MONTEREY LN, SPC, 376

City, State: HUNTINGTON BEACH, CA

Zip: 92649

Description

Assessed Value

Exemptions

Dates

Land: 0 Exe Type: HOMEOWNER Land BaseYear: 2021

Improvement: 0 Improvement Base Year: 2021

Personal Property: 86,339

Tax Lien Status:

Other: 0

Gross: 86,339

Less Exemption: 7,000

Net: 79,339

Sale History

Reference Number: M2085154

Additional Information

Legal Description: T MHP RANDRE MSP 376

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



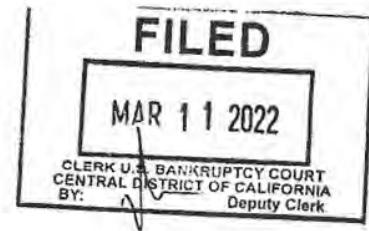
CLAUDE PARRISH
COUNTY ASSESSOR
By *Neil Sosa*

2022 JUL 21 PM 2:18

CLAUDE PARRISH
ORANGE COUNTY ASSESSOR

HOMESTEAD DECLARATION

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA



In re: JAMIE LYNN GALLIAN

CASE NO. 8:21-bk-11710-ES

Debtor

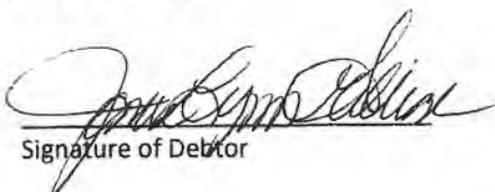
Verification of Declaration of Homestead filed with

Orange County Clerk Recorder

DOC NO. 2021000443659

The above-named Debtor(s) hereby verify that the attached Homestead Declaration is a true and correct copy to the best of the knowledge.

Date: 3/9/2022



Jamie Lynn Gallian
Signature of Debtor

Michael S. Devereux
Wex Law
9171 Wilshire Blvd. Ste. 500
Beverly Hills, CA 90210-5536

Patricia Ryan
20949 Lassen St. Apt 208
Chatsworth, CA 91311-4239

Raquel Flyer-Dashner
4120 Birch St. Ste. 101, Newport
Beach, CA 92660-2228

Rutan & Tucker
18575 Jamboree Rd. 9th FL Irvine,
CA 92612

Steven A. Fink
13 Corporate Plaza Ste. 150
Newport Beach, CA 92660-7919

The Huntington Beach Gables
Homeowners Association
c/o Epstein Grinnell & Howell APC
10200 Willow Creek Road, Ste 100
San Diego, CA 92131-1669

United Airlines
233 S. Hacker Dr.
Chicago, IL 60606-6462

Vivienne J Alston
Alston, Alston & Diebold
27201 Puerta Real Ste 300
Mission Viejo, CA 92691-8590

Orange County Alternate
Defenders Office
600 W. Santa Ana, Ste. 600
Santa Ana, CA 92701

People of the St of CA
8141 13th Street
Westminster, CA 92683-4576

Randall Nickell
4476 Alderport Dr.
Huntington Beach, CA 92649-2288

Superior Court of California
County Of Orange
711 Civic Center Drive, West
Santa Ana, CA 92701

Suzanne Tague Ross Wolcott,
Teinert, Prout
3151 Airway Ave. S-1
Costa Mesa, CA 92626-4627

Theodore Phillips
17612 Sandea Lee
Huntington Beach, CA 92649

United Airlines
P.O. Box 0675
Carol Stream, 60132-0675

Orange County Public Defender
801 Civic Center Drive, West
Santa Ana, CA 92702

Randell Nickel
c/o Mark Mellor, Esq.
6800 Indiana Ave. Ste. 220
Riverside, CA 92506-4267

Robert P. Warmington Co.
c/o BS Investors LP
18201 Von Karmen Ste. 450
Irvine, CA 92612-1195

Sandra L. Bradley
18 Meadowood,
Coto De Caza, 92679

Stanley Feldsott: Esq
Feldsott & Lee
23161 Mill Creek Drive Ste. 300
Laguna Hills, CA 92653-7907

S 4, A California Limited
Partnership
1001 Dove Street Ste. 230
Newport Beach, CA 92660

US BANK
PO Box 5229
Cincinnati, OH 45201-5229

Recording Requested by :

J-SANDCASTLE CO LLC

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder 88.00

* S R 0 0 1 2 9 8 0 9 5 6 5 *

2021000443659 12:48 pm 07/09/21

18 414A D04 2

0.00 0.00 0.00 0.00 3.00 0.00 0.000.0075.00 3.00

When recorded mail to:

JAMIE LYNN GALLIAN
16222 MONTEREY LANE #376
HUNTINGTON BEACH, CA 92649

SPACE ABOVE THIS LINE FOR RECORDER USE ONLY

HOMESTEAD DECLARATION

CCP 5704.930

17
2P
SB
PP

APN#: 891-569-62

1. Name(s) of Declared Homestead owners:

JAMIE LYNN GALLIAN

Homestead in the following real property located in:

the City of HUNTINGTON BEACH, CA, County of ORANGE, State of California,

more commonly known as:

16222 MONTEREY LANE SPACE 376 HUNTINGTON BEACH, CA 92649

(Insert Common Street Address Above)

and more particularly described as follows:

2014 SKYLINE CUSTOM VILLA DECAL NO. LBM1081 SERIAL NO. AC7V710394GB; AC7V710394GA; LOCATED ON LOT 376
ON APN 178-011-16, TRACT 10542, UNIT 4, PARCEL MAP BOOK 108, PG(S) 47 & 48

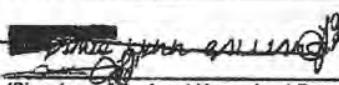
(Insert Property Legal Description Above)

2. The Declared Homestead is the principal dwelling of the Declared Homestead Owner(s) listed above or such person(s) spouse.

3. The Declared Homestead Owner(s) listed above, or such person(s) spouse, resides in the Declared Homestead on the date this Homestead Declaration is recorded.

4. The facts stated in this Homestead Declaration are known to be true as of the personal knowledge of the person(s) below executing and acknowledging this Homestead Declaration.

Dated: 07/08/2021


(Signature of Declared Homestead Owner or Spouse)JAMIE LYNN GALLIAN
(Printed Name of Declared Homestead Owner or Spouse)
(Signature of Declared Homestead Owner or Spouse)JAMIE LYNN GALLIAN
(Printed Name of Declared Homestead Owner or Spouse)

(See Attached Acknowledgment)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Occoneechee

On 7/9/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Danielle Lynn Gagnon
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Greg B

(Seal)



EXHIBIT A

EXHIBIT A

Fill in this information to identify your case and this filing:

| | | | |
|--|---------------------------|-------------|-----------|
| Debtor 1 | Jamie Lynn Gallian | | |
| | First Name | Middle Name | Last Name |
| Debtor 2 (Spouse, if filing) | First Name | Middle Name | Last Name |
| United States Bankruptcy Court for the: <u>CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION</u> | | | |
| Case number | <u>8:21-bk-11710-ES</u> | | |

 Check if this is an amended filing**Official Form 106A/B****Schedule A/B: Property**

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In**1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?** No. Go to Part 2. Yes. Where is the property?

1.1

16222 Monterey Ln. Unit 376

Street address, if available, or other description

| | | |
|-------------------------|-----------|-------------------|
| Huntington Beach | CA | 92649-0000 |
| City | State | ZIP Code |

What is the property? Check all that apply

Single-family home
 Duplex or multi-unit building
 Condominium or cooperative
 Manufactured or mobile home
 Land
 Investment property
 Timeshare
 Other

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

| | |
|--|--|
| Current value of the entire property? | Current value of the portion you own? |
| \$ unknown | \$235,000.00 |

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

Existing 1979 80-year Ground Leasehold Parcel 1 & 2 Tract 10542, Unit(s) 1,2,3,4

Check if this is community property (see instructions)

Who has an interest in the property? Check one

Debtor 1 only
 Debtor 2 only
 Debtor 1 and Debtor 2 only
 At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number: **LPT 891-569-62**

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$235,000.00**Part 2: Describe Your Vehicles**

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

 No Yes

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories

Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

 No Yes5 Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for
pages you have attached for Part 2. Write that number here.....=>

\$0.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

6. Household goods and furnishings

Examples: Major appliances, furniture, linens, china, kitchenware

 No Yes. Describe.....Misc. household goods and furnishings
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA
92649

\$3,500.00

waterford crystal set red and white wine glasses \$1,000.00

7. Electronics

Examples: Televisions and radios; audio, video, stereo, and digital equipment; computers, printers, scanners; music collections; electronic devices including cell phones, cameras, media players, games

 No Yes. Describe.....Wall television, computer, printer and peripherals
Location: 16222 Monterey Lane, Space 376, Huntington Beach CA
92649

\$500.00

8. Collectibles of value

Examples: Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles

 No Yes. Describe.....

Lladro figurine collection (20) \$1,900.00

9. Equipment for sports and hobbies

Examples: Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments

 No Yes. Describe.....

10. Firearms

Examples: Pistols, rifles, shotguns, ammunition, and related equipment

 No Yes. Describe.....

Official Form 106A/B

Schedule A/B: Property

page 2

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

11. Clothes

Examples: Everyday clothes, furs, leather coats, designer wear, shoes, accessories

 No Yes. Describe....

| | | |
|----------------|--|------------|
| Misc. clothing | Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 | \$1,000.00 |
|----------------|--|------------|

12. Jewelry

Examples: Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver

 No Yes. Describe....

| | | |
|--|--|------------|
| Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings. | Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 | \$1,000.00 |
|--|--|------------|

13. Non-farm animals

Examples: Dogs, cats, birds, horses

 No Yes. Describe....

| | |
|------------------------------|---------|
| 5-year old Wired Terrier Dog | \$25.00 |
|------------------------------|---------|

14. Any other personal and household items you did not already list, including any health aids you did not list

 No Yes. Give specific information....

| | |
|--|------------|
| 15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here | \$8,925.00 |
|--|------------|

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the
portion you own?
Do not deduct secured
claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

 No Yes.....

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

 No Yes.....

Institution name:

| | | |
|-------------------------|--|------------|
| 17.1. EDD Debit account | Bank of America | \$3,793.00 |
| 17.2. Savings | Alliant Credit Union--Only funds are Covid-19 relief funds from the government. | \$1,407.00 |

| | | | |
|--|--------------------|---|-------------------|
| Debtor 1 | Jamie Lynn Gallian | Case number (if known) | 8:21-bk-11710-ES |
| 17.3. Savings | | Alliant Credit Union--Only funds are Covid-19 relief funds from the government. | |
| | | \$2,600.00 | |
| 18. Bonds, mutual funds, or publicly traded stocks <i>Examples: Bond funds, investment accounts with brokerage firms, money market accounts</i> | | | |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes..... | | Institution or issuer name: | |
| 19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture | | | |
| <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Give specific information about them..... | | Name of entity: % of ownership: | |
| <p>19.1 J-Sandcastle Co, LLC- Assets include a bank account of less than \$1,000.</p> <p>Debtor peacefully resided at 4476 Alderport since 11/23/2009. On 8/5/2018, debtor was battered at her home in HOA. Criminal charges PC §242 were filed; trial is pending 19WM00951. Request for victim restitution. Debtor moved out of the HOA-Alderport home out of fear on 9/11/18. On 9/11/2018, a three year residential property lease 5782 Pinon Dr signed. Debtors Alderport home sold on 10/31/2018. Debtor purchased investment rental property on 11/1/2018 within TRACT 10542 APN 178-011-01 located in Huntington Harbour with proceeds from unencumbered sale of her Alderport with the intent of living in the property at the end of the signed lease commitment. Debtors Retirement Funds were completely depleted from 2016-2019 legal expenses incurred defending Gables HOA civil complaints filed against her. On 11/8/18, ST Court denied Gables HOA MOTION to freeze debtors equity in the Alderport sale. Debtor executed a Security Agreement and Promissory Note with the LLC dated 11/16/2018, perfected HCD Certificate of Title and UCC-1 on 1/14/2019 No. 19-7691916827. Debtor continued on medical LOA and never returned to her 20 year employment as a Flight Attendant due to the 8/5/18 battery with severe nerve injury. On February 1, 2019, Debtor successfully terminated the 3 year Pinon Drive lease agreement with Landlord Henry Newton. Debtors primary residence is 16222 Monterey Ln. Unit 376, Located on Lot 2 Tract 10542 Unit 4 per 8/7/1979 City of HB.</p> | | | |
| 19.2 J-PAD, LLC. has a bank account of around \$ 500.00 | | 100 | % \$ 1,000.00 |
| 20. Government and corporate bonds and other negotiable and non-negotiable instruments <i>Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.</i> | | | |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Give specific information about them | | Issuer name: | |
| 21. Retirement or pension accounts <i>Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans</i> | | | |
| <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. List each account separately. | | Type of account: | Institution name: |
| | | IRA | Fidelity |
| | | \$7,400.00 | |
| 22. Security deposits and prepayments <i>Your share of all unused deposits you have made so that you may continue service or use from a company Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others</i> | | | |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes..... | | Institution name or individual: | |
| 23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years) | | | |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes..... | | Issuer name and description: | |
| 24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program. 26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1). | | | |
| Official Form 106A/B | | Schedule A/B: Property | |

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES No Yes.....

Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c);

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit No Yes. Give specific information about them...**26. Patents, copyrights, trademarks, trade secrets, and other intellectual property**

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

 No Yes. Give specific information about them...**27. Licenses, franchises, and other general intangibles**

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

 No Yes. Give specific information about them...**Money or property owed to you?**Current value of the
portion you own?
Do not deduct secured
claims or exemptions.**28. Tax refunds owed to you** No Yes. Give specific information about them, including whether you already filed the returns and the tax years.....**29. Family support**

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

 No Yes. Give specific information.....**30. Other amounts someone owes you**

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

 No Yes. Give specific information..**31. Interests in insurance policies**

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

 No Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund
value:**32. Any interest in property that is due you from someone who has died**

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

 No Yes. Give specific information..32.1 Probate estate of Charles J. Bradley, Jr. Case No.
30-2017-00915711. Uncertain what, if any, proceeds will pass
to debtor.

Unknown

32.2 "Creditor's claim" in probate estate of Charles Bradley filed
by debtor for \$1 million. Unknown whether any recovery will
be awarded or available.

Unknown

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES33. **Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment**
Examples: Accidents, employment disputes, insurance claims, or rights to sue No Yes. Describe each claim.....34. **Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims** No Yes. Describe each claim.....

34.1

Potential claim for bad faith denial of insurance against Mercury Insurance Company failure to defend/indemnify HOA Civil Action filed 4/11/2017, 18 days after title recorded. Debtor purchased homeowners insurance policy on 3/22/17

Unknown

34.2

Potential Victim Restitution Award from Jesus Jesus Jr, for battery 8/5/2018. Criminal Case pending 19WM09951. Estimated economic damages exceed \$73,000.00

Unknown

34.3

Claim against Houser Bros Co. dba Rancho Del Rey Mobilehome Estates for Violation(s) of Davis Stirling Act, MRL §798, et seq. multiple acts of retaliation, discrimination, trespassing/unlawful entry; forcible detainer, wrongful eviction, failure to timely pursue/prosecute frivolous UD claim pending since 1/2/19. Failure to apply to CA Covid19 Relief after debtor delivered 9/7/20 Declaration of Covid afflictions and hardship. No lawsuit yet filed.

Unknown

34.4

Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages \$195,000.

Unknown

34.5 Potential Claim against Master Lessor, Houser Company, Lessor(s) BS Investors, LP, S4 I, GP due to overpayment of Ground Leasehold fees charged to Consumers. Master Lessor Houser Company recorded Annexation approx. 8/17/1979. The Original Tenant Robert P. Warmington, an Ind., to Sublessor RPW, Co. and Houser Bros Co dba Rancho Del Rey MHE misrepresent to consumers Fee Interest vs. Air-Space Condominium Project within Parcel 1 & Parcel 2; Ground Leases recorded in violation of known City of Huntington Beach Ordinance from City Attorney. Master Lessor, Tenant, & RPW, Co recorded 1979 Ground Lease and Subcondominium Lease on APN 178-011-01, and not APN 178-771-03. Only easements were recorded. Additionally, Lessors Amended CC&Rs 8/5/1980 after Final Subdivision Report was issued by DRE July 1980, without Notice to Consumers or providing NT of Copy of Rec. First Amendment to CC&Rs Doc No. 1980-5002. Subsequently in 2005, Craig Houser, RDRMHE recorded Amendment to all 80 Ground Leases without Notice to Park Consumers or Gables HOA Consumers. Huntington Beach Gables HOA has a cross-complaint pending in the ST. Court Case Randall Nickels vs. Huntington Beach Gables HOA, et al. 30-2020-01163055-CU-OR-CJC which the HOA seeks a voiding of the sale and Assignment of unexpired term of Subcondominium Leasehold APN 937-63-053, on October 31, 2018, from Debtor to bona fide purchaser Randall Nickels. Potential Cross-Petition not yet filed.

Unknown

35. Any financial assets you did not already list

 No Yes. Give specific information..

CA COVID-19 Rent Relief Award 10/27/2021, post petition tendered to Houser Bros Co. Ck No. 58066665 \$ 24,301.55. Not property of the estate.

\$ 0.00

35.1 Yes.

Bank of America Cashier's Check [uncashed] tendered rent chk Houser Bros Co. Not property of the estate.

\$ 14,118.00

\$ 0.00

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$ 16,700.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

Official Form 106A/B

Schedule A/B: Property

page 6

Software Copyright (c) 1996-2021 Best Case, LLC - www.bestcase.com

Best Case Bankruptcy

Debtor 1 Jamie Lynn GallianCase number (if known) 8:21-bk-11710-ES

37. Do you own or have any legal or equitable interest in any business-related property?

No. Go to Part 6.
 Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.
 If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

No. Go to Part 7.
 Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

53. Do you have other property of any kind you did not already list?

Examples: Season tickets, country club membership

No
 Yes. Give specific information.....

54. Add the dollar value of all of your entries from Part 7. Write that number here \$0.00

Part 8: List the Totals of Each Part of this Form

| | | |
|--|--------------------|---|
| 55. Part 1: Total real estate, line 2 | | <u>\$235,000.00</u> |
| 56. Part 2: Total vehicles, line 5 | | <u>\$0.00</u> |
| 57. Part 3: Total personal and household items, line 15 | | <u>\$ 8,925.00</u> |
| 58. Part 4: Total financial assets, line 36 | | <u>\$ 16,700.00</u> |
| 59. Part 5: Total business-related property, line 45 | | <u>\$0.00</u> |
| 60. Part 6: Total farm- and fishing-related property, line 52 | | <u>\$0.00</u> |
| 61. Part 7: Total other property not listed, line 54 | + | <u>\$0.00</u> |
| 62. Total personal property. Add lines 56 through 61... | <u>\$25,625.00</u> | Copy personal property total <u>\$25,625.00</u> |
| 63. Total of all property on Schedule A/B. Add line 55 + line 62 | | <u>\$260,625.00</u> |

EXHIBIT B

EXHIBIT B

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

| Manufacturer ID/Name 90002 SKYLINE HOMES INC | Trade Name CUSTOM VILLA | Model | DOM 05/29/2014 | DFS 07/28/2014 | RY |
|---|---|----------------------------|----------------------|---------------------------|------------------------|
| Serial Number AC7V710394GB AC7V710394GA | Label/Insignia Number PFS1130281 PFS1130282 | Weight 22,383 25,068 | Length 56' 60' | Width 15' 2" 15' 2" | Issued Aug 12, 2021 |

Addressee

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Registered Owner(s)

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/06/2019

TIME: 08:30:00 AM DEPT: C61

COMMISSIONER: Carmen Luege

CLERK: Ryan Castillo

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: C. Gonzalez

CASE NO: 30-2018-01013582-CL-UD-CJC CASE INIT.DATE: 08/21/2018

CASE TITLE: Houser Bros. Co. vs. Ryan

CASE CATEGORY: Civil - Limited CASE TYPE: Unlawful Detainer - Residential

EVENT ID/DOCUMENT ID: 72999194

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

EVENT ID/DOCUMENT ID: 72999195

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

APPEARANCES

Vivienne J. Alston, from Alston, Alston & Diebold Attorneys at Law, present for Plaintiff(s).
Jamie L Gallan, self represented Interested Party, present.

Proceedings recorded electronically.

Ex-Parte application for reconsideration to intervene and TRO to stay writ of possession is requested by Jaime Gallian.

Ex-partie Application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

The motion for reconsideration to intervene and TRO to stay writ of possession is GRANTED .

The Court allows Gallian to intervene as to the writ of possession execution in this case. The Court finds there was improper execution as the judgment was against Lisa Ryan and all unknown occupants. On 1/2/2019, Plaintiff filed an unlawful detainer for the premises address in this matter against Jamie Gallian. The Court finds on these facts, Jamie Gallian is NOT an unknown occupant.

The Court orders Plaintiff to place Jamie Gallian back in possession by 5:00 PM today.

DATE: 03/06/2019
DEPT: C61

MINUTE ORDER

Page 1
Calendar No.

21

| | | | |
|--|--|---|------------------------------|
| ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: VIVIENNE J ALSTON FIRM NAME: ALSTON ALSTON & DIEBOLD STREET ADDRESS: 27201 PUERTA REAL, STE 300 CITY: MISSION VIEJO TELEPHONE NO.: 714 556 9400 E-MAIL ADDRESS: valston@aedlawyers.com ATTORNEY FOR (name): HOUSER BROS. CO. | | STATE BAR NO. 170746 STATE: CA ZIP CODE: 92691 FAX NO: 714 556 9500 | EJ-130 FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 CIVIC CENTER DRIVE WEST MAILING ADDRESS: CITY AND ZIP CODE: SANTA ANA CA 92701 BRANCH NAME: CENTRAL JUSTICE CENTER | | Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original client's signature and court seal. California Government Code § 68150(g). | |
| Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN | | CASE NUMBER: 30 2018 01013582 CLUDCJC | |
| <input type="checkbox"/> EXECUTION (Money Judgment) WRIT OF <input checked="" type="checkbox"/> POSSESSION OF <input type="checkbox"/> Personal Property <input type="checkbox"/> SALE <input checked="" type="checkbox"/> Real Property | | <input checked="" type="checkbox"/> Limited Civil Case (including Small Claims) <input type="checkbox"/> Unlimited Civil Case (including Family and Probate) | |

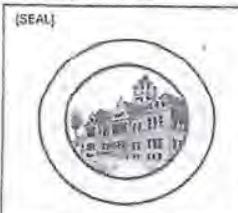
1. To the Sheriff or Marshal of the County of: ORANGE COUNTY
You are directed to enforce the judgment described below with daily interest and your costs as provided by law.
2. To any registered process server: You are authorized to serve this writ only in accordance with CCP 699.080 or CCP 715.040.
3. (Name): HOUSER BROS. CO., a California general partnership dba RANCHO DEL REY MOBILE HOME ESTATES
is the original judgment creditor assignee of record whose address is shown on this form above the court's name
4. Judgment debtor (name, type of legal entity if not a natural person, and last known address):

LISA RYAN
16222 Monterey Lane, Space 376
Huntington Beach, California 92649

Additional judgment debtors on next page

5. Judgment entered on (date):
10-18-2018 A
6. Judgment renewed on (dates):

7. Notice of sale under this writ
 - has not been requested.
 - has been requested (see next page).
8. Joint debtor information on next page.



David H. Yamasaki, Clerk of the Court

Issued on (date): 11/14/2018

Clerk, by *David H. Yamasaki*

NOTICE TO PERSON SERVED: SEE PAGE 3 FOR IMPORTANT INFORMATION

2018 NOV 10 O.C. SHERIFF'S RECEIVED
CENTRAL JUSTICE CENTER, SERV'D D. Cuevas
BY D. Cuevas
Deputy

| | | |
|---|--|--------|
| Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN | CASE NUMBER: 30201801013582 CLUDCJC | EJ-130 |
|---|--|--------|

21. Additional judgment debtor (name, type of legal entity if not a natural person, and last known address):

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

22. Notice of sale has been requested by (name and address):

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

23. Joint debtor was declared bound by the judgment (CCP 989-994)

a. on (date):
b. name, type of legal entity if not a natural person, and last known address of joint debtor:

a. on (date):
b. name, type of legal entity if not a natural person, and last known address of joint debtor:

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

| | | |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|

c. Additional costs against certain joint debtors are itemized: Below On Attachment 23c

24. (Writ of Possession or Writ of Sale) Judgment was entered for the following:

a. Possession of real property: The complaint was filed on (date): 8-21-2018
(Check (1) or (2). Check (3) if applicable. Complete (4) if (2) or (3) have been checked.)

(1) The Prejudgment Claim of Right to Possession was served in compliance with CCP 415.46. The judgment includes all tenants, subtenants, named claimants, and other occupants of the premises.

(2) The Prejudgment Claim of Right to Possession was NOT served in compliance with CCP 415.46.

(3) The unlawful detainer resulted from a foreclosure sale of a rental housing unit. (An occupant not named in the judgment may file a Claim of Right to Possession at any time up to and including the time the levying officer returns to effect eviction, regardless of whether a Prejudgment Claim of Right to Possession was served.) (See CCP 415.46 and 1174.3(a)(2).)

(4) If the unlawful detainer resulted from a foreclosure (item 24a(3)), or if the Prejudgment Claim of Right to Possession was not served in compliance with CCP 415.46 (item 24a(2)), answer the following:

(a) The daily rental value on the date the complaint was filed was \$36.20

(b) The court will hear objections to enforcement of the judgment under CCP 1174.3 on the following dates (specify):

b. Possession of personal property.

If delivery cannot be had, then for the value (itemize in 24e) specified in the judgment or supplemental order.

c. Sale of personal property.

d. Sale of real property.

e. The property is described: Below On Attachment 24e

16222 Monterey Lane, Space 378, Huntington Beach, California 92649

| | | |
|---|--|--------|
| Plaintiff: HOUSER BROS. CO. Defendant: LISA RYAN | CASE NUMBER: 3D 2018 01013582 CLUDCJC | EJ-130 |
|---|--|--------|

NOTICE TO PERSON SERVED

WRIT OF EXECUTION OR SALE. Your rights and duties are indicated on the accompanying *Notice of Levy* (form EJ-150).

WRIT OF POSSESSION OF PERSONAL PROPERTY. If the levying officer is not able to take custody of the property, the levying officer will demand that you turn over the property. If custody is not obtained following demand, the judgment may be enforced as a money judgment for the value of the property specified in the judgment or in a supplemental order.

WRIT OF POSSESSION OF REAL PROPERTY. If the premises are not vacated within five days after the date of service on the occupant or, if service is by posting, within five days after service on you, the levying officer will remove the occupants from the real property and place the judgment creditor in possession of the property. Except for a mobile home, personal property remaining on the premises will be sold or otherwise disposed of in accordance with CCP 1174 unless you or the owner of the property pays the judgment creditor the reasonable cost of storage and takes possession of the personal property not later than 15 days after the time the judgment creditor takes possession of the premises.

EXCEPTION IF RENTAL HOUSING UNIT WAS FORECLOSED. If the residential property that you are renting was sold in a foreclosure, you have additional time before you must vacate the premises. If you have a lease for a fixed term, such as for a year, you may remain in the property until the term is up. If you have a periodic lease or tenancy, such as from month-to-month, you may remain in the property for 90 days after receiving a notice to quit. A blank form *Claim of Right to Possession and Notice of Hearing* (form CP10) accompanies this writ. You may claim your right to remain on the property by filling it out and giving it to the sheriff or levying officer.

EXCEPTION IF YOU WERE NOT SERVED WITH A FORM CALLED PREJUDGMENT CLAIM OF RIGHT TO POSSESSION. If you were not named in the judgment for possession and you occupied the premises on the date on which the unlawful detainer case was filed, you may object to the enforcement of the judgment against you. You must complete the form *Claim of Right to Possession and Notice of Hearing* (form CP10) and give it to the sheriff or levying officer. A blank form accompanies this writ. You have this right whether or not the property you are renting was sold in a foreclosure.

| | |
|---|--|
| TO (Name and Address): Lisa Ryan | LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 |
| 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 | (714) 569-3700 Fax: (714) 569-2368 |
| NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center | California Relay Service Number (800) 735-2929 TDD or 711 |
| PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan | COURT CASE NO.: 30 2018 01013582 CLUDCJC |
| Notice to Vacate | |
| LEVYING OFFICER FILE NO.: 2018517508 | |

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

| | |
|--------------------------|---|
| Eviction Address: | 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 |
|--------------------------|---|

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

| | |
|---|--|
| Final notice is hereby given that possession of the property must be turned over to the landlord on or before: | Monday, December 03, 2018 6:01 AM |
|---|--|

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



**Sandra Hutchens
Sheriff-Coroner**

By: _____
Sheriff's Authorized Agent

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 12/04/2018

TIME: 01:30:00 PM

DEPT: CX103

JUDICIAL OFFICER PRESIDING: Ronald L. Bauer

CLERK: Larry S Brown

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT:

CASE NO: 30-2018-01035730-CU-PT-CJC CASE INIT.DATE: 12/04/2018

CASE TITLE: Gallian vs. Bros

CASE CATEGORY: Civil - Unlimited CASE TYPE: Petitions - Other

EVENT ID/DOCUMENT ID: 72940663,107089011

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallian

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other For Temporary Restraining Order, 12/04/2018

APPEARANCES

Jamie L Gallian, self represented Petitioner, present.

Vivienne J. Alston from Alston, Alston & Diebold present for Deft. Houser Bros.

Kathryn Curtiss of Houser Bros, present

Plaintiff's Ex Parte Application for (1) Temporary Restraining Order to Prevent Civil Harassment and Order to Show Cause for Permanent Injunction (2) Acknowledgment of Satisfaction of Judgment (3) to Determine the Rightful Owner and Possession of Personal Property, the Manufactured Home located at 16222 Monterey Lane, #376, Huntington Beach, CA 92649

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows: the Ex Parte Application is granted

The Court issues a Temporary Restraining Order against eviction of Plaintiff by Defendant, pending a hearing on Preliminary Injunction to be held on 01/02/2019 at 9:00 a.m. in Department CX103.

Opposition to be filed by 12/21/2018.

The formal order was signed this date.

Parties waive notice.

DATE: 12/04/2018

DEPT: CX103

MINUTE ORDER

Page 1

Calendar No.

ELAINE B. ALSTON
VIVIENNE J. ALSTON
DONALD A. DIEBOLD

ALSTON, ALSTON & DIEBOLD

TELEPHONE (714) 556-9400
FACSIMILE (714) 556-9500

27201 PUERTA REAL
SUITE 300
MISSION VIEJO, CALIFORNIA 92691

OUR FILE NO: 1510.

December 10, 2018

FIVE (5) DAY DEMAND
FOR SURRENDER OF POSSESSION OF SITE

To: Jamie Gallian and All Unlawful Occupants and Persons in Possession Without a Signed Rental Agreement ("Occupants"):

NOTICE IS HEREBY GIVEN that management of the mobilehome park commonly known as:

Rancho Del Rey
16222 Monterey Lane
Huntington Beach, CA 92649
(referred to as "Park" herein)

HEREBY DEMANDS that the Occupants named above, and each of them, quit the premises in the Park and surrender possession thereof commonly described as:

Space 376
(referred to as "site" herein)

WITHIN FIVE (5) DAYS FROM AND AFTER SERVICE OF THIS NOTICE, and that said surrender of the mobilehome site be made to the park manager(s), who is authorized to receive the same on behalf of the management.

Civil Code Section 798.75 authorizes forcible detainer proceedings against any occupant of a mobilehome park who does not have rights of tenancy and is not otherwise entitled to occupy the premises, upon failure of the occupants to quit the premises within five (5) days after service of a demand for surrender of the site.

This notice is served with reference to the following facts, inter alia, upon which said demand is now hereby made:

That you have actual and physical possession of the site, without permission from park management, and without right or authority under a rental agreement or otherwise. Based upon the foregoing facts, management is authorized to pursue its legal remedies to obtain possession of the site from all such Occupants having no right of tenancy or possession.

J Gallian
and All Unlawful Occupants
December 10, 2018
Page 2

THIS NOTICE IS INTENDED AS A FIVE (5) DAY DEMAND TO SURRENDER POSSESSION AND NOTICE TO QUIT AS PER CIVIL CODE SECTION 798.75. SHOULD YOU FAIL TO QUIT AND SURRENDER POSSESSION AS HEREBY DEMANDED, LEGAL PROCEEDINGS SHALL BE INSTITUTED FOR RESTITUTION OF POSSESSION OF THE PREMISES, REASONABLE RENTAL VALUE, DAMAGES INCIDENTAL TO OCCUPANTS WRONGFUL UNLAWFUL OCCUPATION OF THE SITE, AND ATTORNEYS' FEES AND COSTS, AND STATUTORY DAMAGES.

ALSTON, ALSTON & DIEBOLD

Dated: December 10, 2018

By: 
VIVIENNE J. ALSTON
Authorized Agent for Owner

cc: Client
Park Manager

| | |
|---|---|
| TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 | LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 |
| NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center | California Relay Service Number (800) 735-2929 TDD or 711 |
| PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan | COURT CASE NO.: 30 2018 01013582 CLUDCJC |
| Notice to Vacate | LEVYING OFFICER FILE NO.: 2018517508 |

By virtue of the Writ of Execution for Possession/Real Property (eviction), issued out of the above court, you are hereby ordered to vacate the premises described on the writ.

| | |
|--------------------------|---|
| Eviction Address: | 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 |
|--------------------------|---|

Final notice is hereby given that possession of the property must be turned over to the landlord on or before:

| | |
|---|---|
| Final notice is hereby given that possession of the property must be turned over to the landlord on or before: | Sunday, January 20, 2019 6:01 AM |
|---|---|

Should you fail to vacate the premises within the allotted time, I will immediately enforce the writ by removing you from the premises. All personal property upon the premises at the time will be turned over to the landlord, who must return said personal property to you upon your payment of the reasonable cost incurred by the landlord in storing the property from the date of eviction to the date of payment. If the property is stored on the landlord's premises, the reasonable cost of storage is the fair rental value of the space necessary for the time of storage. If you do not pay the reasonable storage costs and take possession within fifteen (15) days, the landlord may either sell your property at a public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC), or, if the property is valued at less than \$700.00, the landlord may dispose of your property or retain it for his own use. (715.010(b)(3), 1174 CCP)

If you claim a right of possession of the premises that accrued prior to the commencement of this action, or if you were in possession of the premises on the date of the filing of the action and you are not named on the writ, complete and file the attached Claim of Right of Possession form with this office. No claim of right to possession can be filed if box 24a(1) located on the back of the writ is checked.



Don Barnes
Sheriff-Coroner

By: *Renee #6146*
Sheriff's Authorized Agent

| | |
|---|--|
| TO (Name and Address): Lisa Ryan 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 | LEVYING OFFICER (Name and Address): Orange County Sheriff's Office Sheriff's Civil Division Suite 2 909 N. Main Street Santa Ana, CA 92701 (714) 569-3700 Fax: (714) 569-2368 California Relay Service Number (800) 735-2929 TDD or 711 |
| NAME OF COURT, JUDICIAL DISTRICT or BRANCH COURT, IF ANY: Orange County Superior Court 700 Civic Center Drive West Santa Ana, CA 92701 Central Justice Center | |
| PLAINTIFF: Houser Bros Co DEFENDANT: Lisa Ryan | COURT CASE NO.: 30 2018 01013582 CLUDCJC |
| Eviction Restoration Notice | |
| LEVYING OFFICER FILE NO.: 2018517508 | |

To: Evicted Tenants, Property Owners, Their Agents and The Local Police:

By virtue of a Writ of Execution for Possession of Real Property, the following property was restored to the landlord on:

| | |
|-------------------|---|
| Eviction Date: | 3/14/19 12:30 PM |
| Eviction Address: | 16222 Monterey Lane Space 376 Huntington Beach, CA 92649 |

Pursuant to Penal Code Sections 419 and 602, and judgment debtor, any persons removed by the Sheriff or Marshal, or any person not authorized by the landlord, who enters the real property after eviction, may be subject to arrest.

Pursuant to California Civil Procedure sections 715.010(b)(3) and 715.030, all personal property left on the premises has been turned over to the landlord. The landlord is responsible for the safe keeping of tenant's property for fifteen (15) days from the date of eviction. The landlord may charge a reasonable fee for removal and storage of the property. However, upon demand of the tenant, the landlord must return the tenant's property if the tenant pays all costs incurred by the property owner for storage and maintenance. If the costs are not paid by the tenant and the tenant does not take possession of the property left behind before the end of the fifteen (15) day period, the landlord may either sell the property at public sale and keep from the proceeds of the sale the costs of storage and of the sale (1988 CCC). If the property is valued at less than \$700.00, the landlord may dispose of the property or retain it for his own use. (1174 CCP)



Date:

3/14/19

Don Barnes
Sheriff-Coroner

By:


Sheriff's Authorized Agent

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 03/06/2019

TIME: 08:30:00 AM

DEPT: C61

COMMISSIONER: Carmen Luege

CLERK: Ryan Castillo

REPORTER/ERM:

BAILIFF/COURT ATTENDANT: C. Gonzalez

CASE NO: 30-2018-01013582-CL-UD-CJC CASE INIT.DATE: 08/21/2018

CASE TITLE: Houser Bros. Co. vs. Ryan

CASE CATEGORY: Civil - Limited CASE TYPE: Unlawful Detainer - Residential

EVENT ID/DOCUMENT ID: 72999194

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

EVENT ID/DOCUMENT ID: 72999195

EVENT TYPE: Ex Parte

MOVING PARTY: Jamie L Gallan

CAUSAL DOCUMENT/DATE FILED: Ex Parte Application - Other, 03/05/2019

APPEARANCES

Vivienne J. Alston, from Alston, Alston & Diebold Attorneys at Law, present for Plaintiff(s).
Jamie L Gallan, self represented Interested Party, present.

Proceedings recorded electronically.

Ex-Parte application for reconsideration to intervene and TRO to stay writ of possession is requested by Jaime Gallian.

Ex-partie Application is read and considered.

The Court having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows:

The motion for reconsideration to intervene and TRO to stay writ of possession is GRANTED.

The Court allows Gallian to intervene as to the writ of possession execution in this case. The Court finds there was improper execution as the judgment was against Lisa Ryan and all unknown occupants. On 1/2/2019, Plaintiff filed an unlawful detainer for the premises address in this matter against Jamie Gallian. The Court finds on these facts, Jamie Gallian is NOT an unknown occupant.

The Court orders Plaintiff to place Jamie Gallian back in possession by 5:00 PM today.

DATE: 03/06/2019

DEPT: C61

MINUTE ORDER

Page 1
Calendar No.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

Jamie Gallian
714-321-3449

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jamie Lynn Gallian
16222 Monterey Ln #376
Huntington Beach, CA 92649
USA

DOCUMENT NUMBER: 76027940003
FILING NUMBER: 19-7691916827
FILING DATE: 01/14/2019 09:10

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|---|--------------------------|-------------------------------|----------------------|
| 1a. ORGANIZATION'S NAME OR | J-SANDCASTLE CO LLC | | |
| 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 16222 MONTEREY LN #376 | CITY HUNTINGTON BEACH | STATE CA | POSTAL CODE 92649 |
| COUNTRY USA | | | |

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

| | | | |
|-------------------------------|---------------------|-------------------------------|-------------|
| 2a. ORGANIZATION'S NAME OR | | | |
| 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE |
| COUNTRY | | | |

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

| | | | |
|---------------------------------------|---|-------------------------------|----------------------|
| 3a. ORGANIZATION'S NAME OR | J-Pad, LLC - CA SOS Entity No. 201804010750 | | |
| 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 2702 N GAFF ST | CITY ORANGE | STATE CA | POSTAL CODE 92865 |
| COUNTRY USA | | | |

4. COLLATERAL: This financing statement covers the following collateral:

LOCATED ON PROPERTY RECORDED IN ORANGE COUNTY CLERK RECORDERS OFFICE IN CALIFORNIA PARCEL MAP
RECORDED IN BOOK 108, PG(S) 47-48.

ASSESSORS PARCEL NUMBER 891-569-62

SERIAL NUMBERS AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

6b. Check only if applicable and check only one box:

Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

FILING OFFICE COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
J-SANDCASTLE CO LLC

OR
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

DOCUMENT NUMBER: 76027940003

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING
THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

| | | | | |
|--|------|-------|-------------|---------|
| 10a. ORGANIZATION'S NAME | | | | |
| 10b. INDIVIDUAL'S SURNAME | | | | |
| OR INDIVIDUAL'S FIRST PERSONAL NAME | | | | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) <input type="checkbox"/> SUFFIX | | | | |
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

| | | | | |
|--|------------------------------|---------------------------------------|----------------------|----------------|
| 11a. ORGANIZATION'S NAME | | | | |
| OR 11b. INDIVIDUAL'S SURNAME GALLIAN | FIRST PERSONAL NAME JAMIE | ADDITIONAL NAME(S)/INITIAL(S) LYNN | SUFFIX | |
| 11c. MAILING ADDRESS 16222 MONTEREY LANE #376 | CITY HUNTINGTON BEACH | STATE CA | POSTAL CODE 92649 | COUNTRY USA |

12. ADDITIONAL SPACE FOR ITEM 4 (collateral):

13. This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

15. Name and address of RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

FILING OFFICE COPY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

On 21/25/21 before me, Greg Buysman, Notary Public
(insert name and title of the officer)

personally appeared Jeanie Lynn Gifford, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Greg Buysman

(Seal)





TAX CLEARANCE CERTIFICATE

Mobile Home

Floating Home

COUNTY OF ORANGE

| | |
|--|--|
| SERIAL NUMBER/HULL NUMBER AC7V710394GA, AC7V710394GB | DECAL NUMBER/CF NUMBER LBM1081 |
| LOCATION OF HOME 16222 MONTEREY LN 376 HUNTINGTON BEACH | ASSESSOR'S PARCEL NUMBER 891-569-62 |
| CURRENT REGISTERED OWNER J-SANDCASTLE CO LLC 16222 MONTEREY LN SPC 376 HUNTINGTON BEACH CA 92649 | APPLICANT J-SANDCASTLE CO LLC & JAMIE L. GALLIAN 16222 MONTEREY LN #376 HUNTINGTON BEACH CA 92649 |

I hereby certify that the following has been paid:

Delinquent license fees

Property taxes applicable to the home identified above through the fiscal year

A security deposit for payment of the property taxes for the fiscal year 2021-2022

No taxes due or payable at this time.

There may be a supplemental assessment not covered by this "Tax Clearance Certificate" which may create an additional bill.

THIS CERTIFICATE IS VOID ON AND AFTER SEPTEMBER 7, 2021.

Executed on July 9, 2021 at Santa Ana.
Treasurer-Tax Collector for Orange County, State of California.

Issued on July 9, 2021

(Signature)

STATE OF CALIFORNIA

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
 DIVISION OF CODES AND STANDARDS
 REGISTRATION AND TITLING PROGRAM



LIEN SATISFIED

SECTION I. DESCRIPTION OF UNIT

This unit is a:

Manufactured Home/Mobilehome Commercial Modular Floating Home Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081The Trade Name of the unit is: CUSTOM VILLAThe Serial No.(s) of the unit is: AC7V710394GB/AC7V710394GA

SECTION II. DEBTOR(S) NAME(S)

Name of Debtor(s): J-SANDCASTLE CO, LLC

SECTION III. LIENHOLDER'S CERTIFICATION

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

Ronald J. PierpontDate 7/9/2021

| | | | | |
|---------|-----------------------------------|--------------------------|--------------|--------------|
| Address | <u>16222 MONTEREY LN. #376</u> | <u>HUNTINGTON BEACH,</u> | <u>CA</u> | <u>92649</u> |
| | <i>Street Address or P.O. Box</i> | <i>City</i> | <i>State</i> | <i>Zip</i> |

BOE-266 (P1) REV. 13 (05-20)

CLAIM FOR HOMEOWNERS' PROPERTY TAX EXEMPTION

If eligible, sign and file this form with the Assessor on or before February 15 or on or before the 30th day following the date of notice of supplemental assessment, whichever comes first.

SEE INSTRUCTIONS BEFORE COMPLETING

NAME AND MAILING ADDRESS
(Make necessary corrections to the printed name and mailing address)

891-569-62
GALLIAN, JAMIE LYNN
16222 MONTEREY LN, SPC 376
HUNTINGTON BEACH, CA 92649



CLAUDE PARRISH
ORANGE COUNTY ASSESSOR
500 S. MAIN ST, FIRST FLOOR, SUITE 103
ORANGE, CA 92868-4512 or
P.O. BOX 628
SANTA ANA, CA 92702-0628
PHONE: (714) 834-3821
FAX: (714) 834-2565
www.ocgov.com/assessor

FOR ASSESSOR'S USE ONLY

Received _____
Approved _____
Denied _____
Reason for denial _____
M-2085154 NO

PROPERTY DESCRIPTION

Parcel No. 891-569-62
Address of dwelling
16222 MONTEREY LN, UNIT 376
HUNTINGTON BEACH
TR RANDRE BLK 376
LOT UN

Print your social security number and name here →

SSN: XXX-XX-3936
NAME: JAMIE L GALLIAN
SSN: _____
NAME: _____

Print co-owner's or spouse's social security number and name when
this property is also his/her principal residence →

STATEMENTS

This claim may be used to file for the Homeowners' Exemption for the Assessment Roll and the Supplemental Assessment Roll. A new owner must file a claim even if the property is already receiving the homeowners' exemption. Please carefully read the information and instructions before answering the questions listed below.

1. When did you acquire this property? 11-1-2018 (month/day/year)
2. Date you occupied this property as your principal residence (see instructions): 11-1-2018 (month/day/year)
3. Do you own another property that is, or was, your principal place of residence in California? YES NO
If YES, please provide the address below, and the date you MOVED OUT, if no longer your principal place of residence:

Address: 10476 Alderport Drive HB 92649 10/31/2018
Street Address City Zip Code month/day/year

Only the owners or their spouses who occupy the above-described property (including a purchaser under contract of sale) or his or her legal representative may sign this claim. (If the property comprises more than one dwelling unit, other co-owner occupants may wish to file separate claims; however, only one exemption will be allowed per dwelling unit.)

If you are buying this property under an unrecorded contract of sale and the Assessor does not have a copy of the contract, you must attach a copy to this claim.

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief.

| | |
|--|---|
| SIGNATURE OF OWNER-OCCUPANT ► <u>Jamie L. Gallian</u> | DATE |
| SIGNATURE OF OCCUPANT'S SPOUSE OR CO-OWNER-OCCUPANT ► | DATE |
| EMAIL ADDRESS ► <u>Jamiegallian@gmail.com</u> | DAYTIME TELEPHONE NUMBER ► <u>(714) 321-3447</u> |

IF YOU DO NOT OCCUPY THIS PARCEL AS YOUR PRINCIPAL RESIDENCE, PLEASE DISCARD THIS FORM.
If you occupy this parcel at a later date, contact the Assessor at that time.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION



500 S. Main Street, First Floor, Suite 103

Orange, CA 92868-4512

or

P. O. Box 628

Santa Ana, CA 92702-0628



ESTABLISHED 1889

July 21, 2022

OFFICE OF THE ASSESSOR

891-569-62 HX

GALLIAN, JAMIE LYNN
 16222 MONTEREY LN, SPC 376
 HUNTINGTON BEACH, CA 92649

SUBJECT: Assessor Parcel Number: 891-569-62**Property Address: 16222 MONTEREY LN, UNIT 376, HUNTINGTON BEACH**The Homeowners' Exemption on the above property has been active in Orange County as of **02-25-2021****Claimant Name: GALLIAN, JAMIE LYNN**

If you have any questions, please call our office at (714) 834-3821.

Sincerely,

CLAUDE PARRISH
 County AssessorBy
 Exemptions Division

I HEREBY CERTIFY THAT THIS IS A TRUE
 AND CORRECT COPY OF A PERMANENT
 RECORD OF THE ASSESSOR'S OFFICE.
 ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
 COUNTY ASSESSOR
 BY *Neil Sand*

2022 JUL 21 PM 2:22

ORANGE COUNTY ASSESSOR
 CLAUDE PARRISH

2022-23 Secured Assessment Roll

CLAUDE PARRISH, ORANGE COUNTY ASSESSOR

Full Parcel Report: Page 1 of 1

As of January 1st, 2022

Parcel No: 891-569-62

Tax Rate Area: 04-902

Property Type: MOBILE HOME

Owner / Mailing Address

Assessee: GALLIAN, JAMIE LYNN

Address: 16222 MONTEREY LN, SPC, 376

City, State: HUNTINGTON BEACH, CA

Zip: 92649

Description

Assessed Value

Exemptions

Dates

Land: 0 Exe Type: HOMEOWNER Land BaseYear: 2021

Improvement: 0 Improvement Base Year: 2021

Personal Property: 86,339

Tax Lien Status:

Other: 0

Gross: 86,339

Less Exemption: 7,000

Net: 79,339

Sale History

Reference Number: M2085154

Additional Information

Legal Description: T MHP RANDRE MSP 376

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF A PERMANENT
RECORD OF THE ASSESSOR'S OFFICE.
ORANGE COUNTY, CALIFORNIA



CLAUDE PARRISH
COUNTY ASSESSOR
By *Neil S. S.*

2022 JUL 21 PM 2:18

ORANGE COUNTY ASSESSOR
CLAUDE PARRISH



Shari L. Freidenrich, CPA

Orange County Treasurer - Tax Collector
P.O. BOX 1438 • Santa Ana, CA 92702-1438
601 N. Ross Street, Building 16, Santa Ana
Office Hours: 8:00 AM-5:00 PM Monday - Friday
Phone Hours: 9:00 AM-5:00 PM (714) 834-3411
octreasurer.com/octaxbill

2021-22 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

0000210-000210 STMT----- 34403J OCT017

#BWNLBHV *****AUTO**ALL FOR AADC 926

#8915 6962 2021 1#



GALLIAN, JAMIE LYNN
16222 MONTEREY LN SPC 376
HUNTINGTON BEACH CA 92649-2268



OWNER OF RECORD AS OF 12:01 AM, JANUARY 1, 2021

J-SANDCASTLE CO LLC

MOBILE HOME

| PARCEL NO. (APN) | TAX RATE AREA | 1st Installment DUE 11/1/21 | 2nd Installment DUE 2/1/22 | TO PAY BOTH INSTALLMENTS BY 12/10/21 |
|------------------|---------------|-----------------------------|----------------------------|--------------------------------------|
| 891-569-62 | 04-902 | \$473.46 | \$473.46 | \$946.92 |

IMPORTANT INFORMATION

INFORMATION COPY

Taxes were pre-paid at the time of purchase and will be credited towards this tax bill.

| VOTER APPROVED TAXES AND SPECIAL ASSESSMENTS | | | |
|--|---------|--------|--------|
| SERVICE AGENCY | RATE | VALUE | TAXES |
| BASIC LEVY RATE | 1.00000 | 86,339 | 863.39 |
| COAST COMM COLLEGE DIST | .03119 | 86,339 | 26.92 |
| OCEAN VIEW SCHOOL DIST | .02796 | 86,339 | 24.14 |
| HUNTINGTON BCH UNION HS | .02260 | 86,339 | 19.52 |
| HUNTINGTON BEACH EMPLOYEE RETIREME | .01500 | 86,339 | 12.95 |
| TOTAL CHARGED | 1.09675 | | 946.92 |

FOR DETAILS OF TAX TYPES, VISIT OUR WEBPAGE AT OCTREASURER.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON

FIRST INSTALLMENT
DUE 11/1/21 →

\$0.00

SECOND INSTALLMENT
DUE 2/1/22 →

\$0.00

TOTAL DUE AND
PAYABLE →

\$0.00

DID YOU KNOW?

Sign up to receive a text/email due date reminder at octreasurer.com/securedreminders

Pay online at octreasurer.com/octaxbill to receive same day credit, no service fee by eCheck and an emailed receipt.

Mailed payments must have a USPS postmark on or before the last timely payment date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely. See octreasurer.com/postmarks.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

GAVIN NEWSOM, Governor



Title Search

Date Printed: Jul 27, 2021

| | | | |
|--------------------|----------------------|----------------------|--------|
| Decal #: | LBM1081 | Use Code: | SFD |
| Manufacturer: | SKYLINE HOMES INC | Original Price Code: | BVH |
| Tradename: | CUSTOM VILLA | Rating Year: | |
| Model: | | Tax Type: | LPT |
| Manufactured Date: | 05/29/2014 | Last ILT Amount: | |
| Registration Exp: | | Date ILT Fees Paid: | |
| First Sold On: | 07/28/2014 | ILT Exemption: | NONE |
| Serial Number | HUD Label / Insignia | Length | Width |
| AC7V710394GA | PFS1130282 | 60' | 15' 2" |
| AC7V710394GB | PFS1130281 | 56' | 15' 2" |

Record Conditions:

- An application for title or registration change is pending with the department. For information regarding this application, please call 1-800-952-8356 and request to speak with a customer representative.

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 02/24/2021
Last Reg Card: Pending Reg Card
Sale/Transfer Info: Price \$.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

JPAD LLC
RONALD J PIERPONT
Tenants in Common Or
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Lien Perfected On: 02/25/21 10:11:00
Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

HOUSER BROS. CO.
16222 MONTEREY LN OFC
HUNTINGTON BEACH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

END OF TITLE SEARCH

Page Number:2

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
REGISTRATION CARD

Manufactured Home

Decal: LBM1081

| Manufacturer ID/Name 90002 SKYLINE HOMES INC | Trade Name CUSTOM VILLA | Model | DOM 05/29/2014 | | DFS 07/28/2014 | RY | Exp. Date |
|---|---|-------|-------------------|---------------|-------------------|------------------------|-----------|
| Serial Number AC7V710394GB AC7V710394GA | Label/Insignia Number PFS1130281 PFS1130282 | | Weight 22,383 | Length 56' | Width 15' 2" | Issued Aug 03, 2021 | |

Addressee

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

ATTENTION OWNER:

THIS IS THE REGISTRATION CARD FOR THE
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS
CARD IN A SAFE PLACE WITHIN THE UNIT.

INSTRUCTIONS FOR RENEWAL:

REGISTRATION FOR THIS UNIT EXPIRES ON THE
DATE INDICATED ABOVE IN THE BOX LABELED
"Exp. Date". THERE ARE SUBSTANTIAL
PENALTIES FOR DELINQUENCY. IF YOU DO NOT
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS
PRIOR TO THE EXPIRATION DATE, CONTACT
H.C.D. FOR RENEWAL INSTRUCTIONS.

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS

GAVIN NEWSOM, Governor



Title Search

Date Printed: Aug 11, 2021

| | | | |
|--------------------|----------------------|----------------------|--------|
| Decal #: | LBM1081 | Use Code: | SFD |
| Manufacturer: | SKYLINE HOMES INC | Original Price Code: | BVH |
| Tradename: | CUSTOM VILLA | Rating Year: | |
| Model: | | Tax Type: | LPT |
| Manufactured Date: | 05/29/2014 | Last ILT Amount: | |
| Registration Exp: | | Date ILT Fees Paid: | |
| First Sold On: | 07/28/2014 | ILT Exemption: | NONE |
| Serial Number | HUD Label / Insignia | Length | Width |
| AC7V710394GA | PFS1130282 | 60' | 15' 2" |
| AC7V710394GB | PFS1130281 | 56' | 15' 2" |

Registered Owner:

JAMIE LYNN GALLIAN
16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649

Last Title Date: 08/03/2021
Last Reg Card: 08/03/2021
Sale/Transfer Info: Price \$0.00 Transferred on 02/25/2021

Situs Address:

16222 MONTEREY LN SPACE 376
HUNTINGTON BEACH, CA 92649
Situs County: ORANGE

Legal Owner:

J-PAD LLC
21742 ANZA AVE
TORRANCE, CA 90503

Lien Perfected On: 01/14/19 15:22:00

Title Searches:

JANINE JASSO
PO BOX 370161
EL PASO, TX 79937

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

JAMIE GALLIAN
16222 MONTEREY LANE SPACE 376
HUNTINGTN BCH, CA 92649

Title File No: LBM1081

EXHIBIT C

EXHIBIT C

Fill in this information to identify your case:

| | | | |
|---|---|-------------|-----------|
| Debtor 1 | Jamie Lynn Gallian | | |
| | First Name | Middle Name | Last Name |
| Debtor 2 (Spouse if, filing) | First Name | Middle Name | Last Name |
| United States Bankruptcy Court for the: | CENTRAL DISTRICT OF CALIFORNIA—SANTA ANA DIVISION | | |
| Case number (if known) | 8:21-bk-11710-ES | | |

Check if this is an amended filing

Official Form 106C

Schedule C: The Property You Claim as Exempt

4/19

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of Part 2: *Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)
 You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

| Brief description of the property and line on <i>Schedule A/B</i> that lists this property | Current value of the portion you own | Amount of the exemption you claim | Specific laws that allow exemption |
|--|---|---|------------------------------------|
| 16222 Monterey Ln. Spc 376 Huntington Beach, CA 92649 Orange County APN: 891-569-62; 2014 Skyline Custom Villa Manufactured Home. Decal No. LBM1081. Serial Number AC7V710394GB 56'x15'2"; Serial Number AC7V710394GA 60'x15'2". Line from <i>Schedule A/B</i> : 1.1 | \$235,000.00 | <input checked="" type="checkbox"/> \$600,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.730 |
| Misc. household goods and furnishings Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from <i>Schedule A/B</i> : 6.1 | \$3,500.00 | <input checked="" type="checkbox"/> \$3,500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.020 |
| waterford crystal set red and white wine glasses Line from <i>Schedule A/B</i> : 6.2 | \$1,000.00 | <input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.040 |

| Debtor 1 Jamie Lynn Gallian | | Case number (if known) | 8:21-bk-11710-ES |
|---|--------------------------------------|---|--|
| Brief description of the property and line on Schedule A/B that lists this property | Current value of the portion you own | Amount of the exemption you claim | Specific laws that allow exemption |
| | Copy the value from Schedule A/B | <i>Check only one box for each exemption.</i> | |
| Wall television, computer, printer and peripherals Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 7.1 | \$500.00 | <input checked="" type="checkbox"/> \$500.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.020 |
| Lladro figurine collection (20) Line from Schedule A/B: 8.1 | \$1,900.00 | <input checked="" type="checkbox"/> \$1,900.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.040 |
| Misc. clothing Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 11.1 | \$1,000.00 | <input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.020 |
| Movado wrist watch (20 yrs. old); costume jewelry, misc. non-gold chains/bracelets, and earrings. Location: 16222 Monterey Lane, Space 376, Huntington Beach CA 92649 Line from Schedule A/B: 12.1 | \$1,000.00 | <input checked="" type="checkbox"/> \$1,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.040 |
| 5-year old Wired Terrier Dog Line from Schedule A/B: 13.1 | \$25.00 | <input checked="" type="checkbox"/> \$25.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.020 |
| EDD Debit account: Bank of America Line from Schedule A/B: 17.1 | \$3,793.00 | <input checked="" type="checkbox"/> \$3,793.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.225 |
| Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government. Line from Schedule A/B: 17.2 | \$1,407.00 | <input checked="" type="checkbox"/> \$1,407.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.220 |
| Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government. Line from Schedule A/B: 17.3 | \$2,600.00 | <input checked="" type="checkbox"/> \$381.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.220 |
| Savings: Alliant Credit Union--Only funds are Covid-19 relief funds from the government. Line from Schedule A/B: 17.3 | \$2,600.00 | <input checked="" type="checkbox"/> \$2,219.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.225 |
| IRA: Fidelity Line from Schedule A/B: 21.1 | \$7,400.00 | <input checked="" type="checkbox"/> \$7,400.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.115(a)(1) & (2), (b) |

| Debtor 1 <u>Jamie Lynn Gallian</u> | Case number (if known) | 8:21-bk-11710-ES | |
|---|--------------------------------------|--|------------------------------------|
| Brief description of the property and line on Schedule A/B that lists this property | Current value of the portion you own | Amount of the exemption you claim | Specific laws that allow exemption |
| IRA: Fidelity Line from Schedule A/B: 21.1 | \$7,400.00 | <input checked="" type="checkbox"/> \$7,400.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | 11 U.S.C. § 522(b)(3)(C) |
| Personal Injury claim against Huntington Beach Gables HOA; Jesus Jasso, Jr. Case No. 30-2020-01153679. Estimated damages \$195,000. Line from Schedule A/B: 34.4 | Unknown | <input checked="" type="checkbox"/> \$195,000.00 <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.140 |
| Potential Victim Restitution Order Jesus Jasso, Jr, OCSC 19WM09951 Line from Schedule A/B: 34.2 | Unknown | <input type="checkbox"/> XX <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit | C.C.P. § 704.140 |

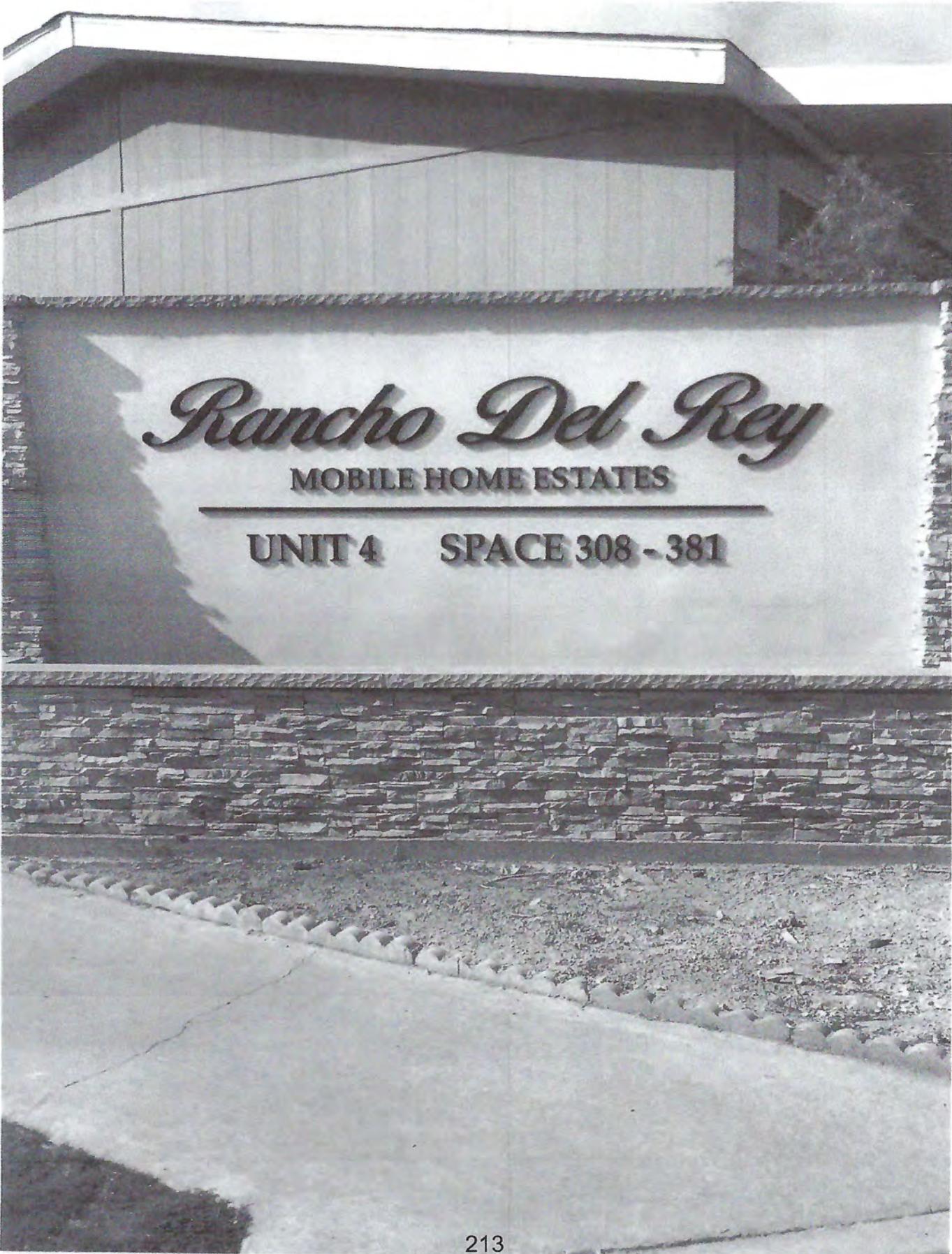
3. Are you claiming a homestead exemption of more than \$170,350?

(Subject to adjustment on 4/01/22 and every 3 years after that for cases filed on or after the date of adjustment.)

No
 Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?
 No
 Yes

Attachment B

LEGAL DESCRIPTION



Rancho Del Rey
MOBILE HOME ESTATES

UNIT 4 SPACE 308 - 381

Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT

AUTHORIZATION FOR RELEASE FOR RECORDING

TO: City Clerk
FROM: PLANNING DEPARTMENT
James W. Palin

Date 7/27/71

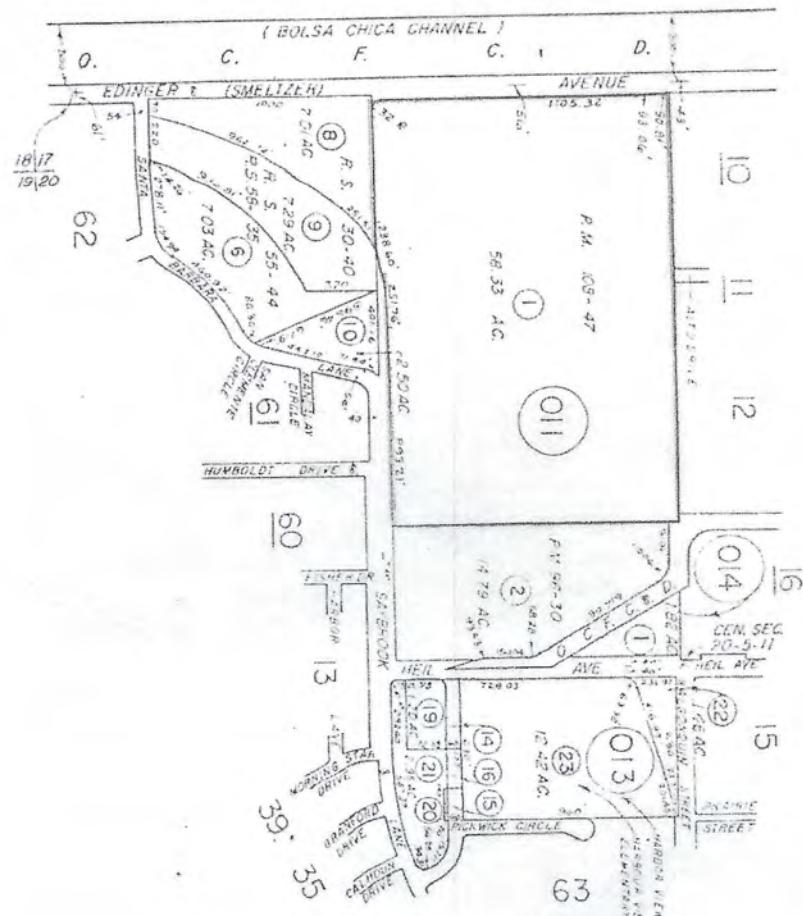
TRACT NO. 10542

RECREATION & PARKS FEES PAID 11.512.00

Other:

James W. Palin
(Signature)

95-03



| | |
|----|----|
| 19 | 20 |
| 30 | 29 |

SHEET 2 OF 2 SHEETS
2 PARCELS
58.362 ACRES

PARCEL MAP

T.P.M. 77-7
R.S.T. 8531

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A PORTION OF THE E 1/4 OF THE NW 1/4 OF SECTION 20, T 5 S, R 11 W,
IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK
51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

VALLEY CONSULTANTS, INC.
SAM F. KNICK, R.C.E. NO 17377

27127
DEC 20 1977
108 48
FILED AT 5:00 PM IN ROOM PAGE
OF PARCEL MAP, COUNTY OF ORANGE, CALIFORNIA
AS REQUEST OF COUNTY SURVEYOR
BY VILLE CHEKE, COUNTY RECORDER

REC'D \$7.00

BASIS OF BEARINGS

THE BASIS OF BEARINGS ON THIS MAP IS THE CENTER
LINE OF EDINGER AVENUE (N 89° 38' 20"E) AS SHOWN
ON TRACT #6600, MM. 215/39-42, RECORDS OF ORANGE COUNTY.

MONUMENT NOTES

- - FOUND MONUMENTS AS NOTED.
- - SET 1" I.P.W./R.C.E. TAG NO 17377.
- ◎ - SET SPK. & WASHINGR. NO "RCE 17377".

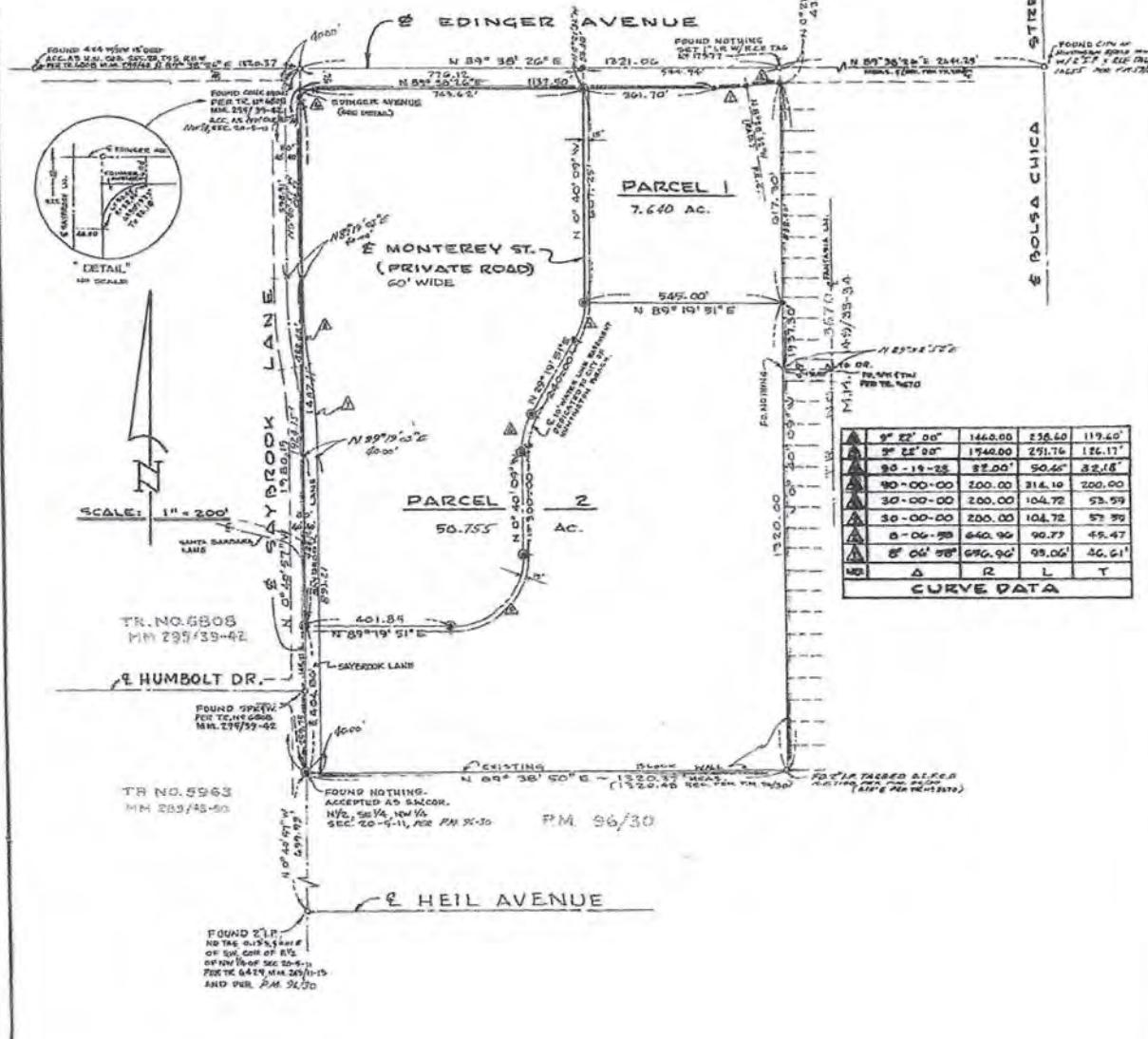


EXHIBIT B (ESTATE)

The Estate of Interest in the land is described as follows:

A Ground Leasehold Estate as to Parcels 1 and 2, said Estate being more particularly described as the Lessee's Interest under those certain Ground Leases set forth in Subparagraph (A) herein below.

A remainder interest in a determinable Fee Estate as to Parcels 3 and 4;

An easement as to Parcels 5 and 6;

(A) Those certain Ground Leases, dated August 1, 1980, executed by Houser Bros. Co., a limited partnership organized under the laws of the State of California, in which Clifford C. Houser and Vernon F. Houser Constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059, upon the Terms, Covenants and Conditions therein contained, recorded as following in Official Records of said Orange County;

Note 1:

The Lessee's interest under said Leases has been assigned to G/HB Investors, a California limited partnership by Assignment which recorded September 30, 1986 as Instrument No. 86-456266 of Official Records; reference being hereby made to the record thereof for full particulars.

Note 2:

An undivided 78.34% of the Lessee's interest under said Leases has been assigned to Barry Brief Family Trust dated May 11, 1993, by Assignment which recorded September 24, 1998 as Instrument No. 19980644010 of Official Records; reference being made to the record thereof for full particulars.

EXHIBIT A (LEGAL)

Parcel 1:

Units 1 through inclusive as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358, Pages 1193 and following of Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements.

Parcel 2:

An undivided eighty/eightieths (80/80) interest in the Common Area of Lots 1 and 2 of Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California, as shown on a map recorded in Book 456, Pages 49 and 50 of Miscellaneous Maps, records of Orange County, California, as shown and defined on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Parcel 3:

Those portions of Units 1 through inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided interest in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for entry and staircases and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area.

Title Chain & Lien Report

16222 Monterey Ln, Huntington Beach, CA 92649-6214

APN: 178-011-16

Orange County Data as of: 08/03/2020

| Search Start Date: | 01/01/1967 | Start Date: | 01/01/1967 | Document # | Doc Ref. |
|--------------------|---------------------------------|-------------------|--------------------|------------|----------|
| Search End Date: | 08/19/2020 | End Date: | 08/19/2020 | | |
| Date | Type | Grantor | Grantee | | |
| 10/22/1979 | Lease | Warmington Robert | Robert P Warmingto | 13362.317 | |
| 10/22/1979 | Lease | Houser Bros | Warmington Robert | 13362.320 | |
| 11/06/1979 | Cancellation | Houser Bros | | 13383.1868 | |
| 12/06/1979 | Lease | Houser Bros | Warmington Robert | 13424.499 | |
| 12/06/1979 | Lease | Warmington Robert | Robert P Warmingto | 13424.504 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1096 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1130 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1166 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1202 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1232 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1268 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1304 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1340 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1099 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1133 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1169 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1205 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1235 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1271 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1307 | |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1343 | |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.192 | |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.272 | |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.195 | |

| | | | | | |
|--------------|------------------------------------|--------------------|-------------------|-------------|--------|
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.275 | |
| 09/26/1980 | Plat, County Miscellaneous Plat | | | 13760.957 | |
| 10/03/1980 | Release | | | 13773.4 | |
| 10/03/1980 | Release | | | 13773.7 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1726 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1779 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1729 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1782 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1775 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1828 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1778 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1831 | |
| 10/17/1980 | Plat, County Miscellaneous Plat | | | 13793.949 | |
| 10/17/1980 | Plat, County Miscellaneous Plat | | | 13793.952 | |
| 07/06/1990 | Deed | Houser Bros | Houser Bros | 1990.357100 | |
| 07/06/1990 | Deed Of Trust | Houser Bros | Union Bank | 1990.357101 | 342851 |
| ^ 07/21/1997 | Amendment | Houser Bros | | 1997.342851 | |
| 10/06/1993 | Deed | Malmborg Jack N & | Malmborg Jack N & | 1993.678726 | |
| 10/08/1993 | Declaration Of Homestead | Sullivan John L | | 1993.686386 | |
| 01/27/1994 | Declaration Of Homestead | Gibbons Robert L | | 1994.66495 | |
| 07/13/1994 | Declaration Of Homestead | Hunn Nancy C | | 1994.451177 | |
| 01/28/1997 | Declaration Of Homestead | Rounds Royal E | | 1997.40615 | |
| 07/31/1998 | Reconveyance | | | 1998.499256 | |
| 06/19/2000 | Declaration Of Homestead | Newton Carol A | | 2000.321481 | |
| 08/23/2007 | Declaration Of Homestead | Moomau Linda Charl | | 2007.523219 | |
| 09/15/2014 | Declaration Of Homestead | Radzinski Linda M | | 2014.372099 | |
| 05/22/2017 | Declaration Of Homestead | Vanzyly Yvonne H | | 2017.208348 | |

Liens, Filings & Judgments

16222 Monterey Ln, Huntington Beach, CA 92649-6214

Search Start Date: 01/01/1967 Name(s) Searched: Houser Bros Co, Houser Bros Co Trust
 Search End Date: 08/19/2020 Match: Exact

| Date | Type | Subject Name | Document # | Doc Ref. |
|------|------|--------------|------------|----------|
|------|------|--------------|------------|----------|

| | | | |
|--------------|---|-----------------|--------------------|
| 06/10/1971 | Certificate Of Partnership | Houser | 9672.175 |
| 07/31/1972 | Certificate Of Partnership | Houser Bros | 10251.992 |
| 08/17/1976 | Amendment | Houser | 11854.900 |
| 09/23/1980 | Plat, County Miscellaneous Plat | Houser Bros | 13754.281 |
| 09/23/1980 | Plat, County Miscellaneous Plat | Houser Bros | 13754.291 |
| 11/04/1983 | Lien | Houser Bros | 1983.499211 282543 |
| ^ 07/31/1985 | Release | Houser Bros | 1985.282543 |
| 05/02/1989 | Amendment | Houser | 1989.232116 |
| 07/06/1990 | Deed Of Trust | Houser Bros | 1990.357101 342851 |
| ^ 07/21/1997 | Amendment | | 1997.342851 |
| 07/09/1990 | Certificate Of Partnership | Houser Bros | 1990.361236 |
| 07/31/1998 | Reconveyance | | 1998.499256 |
| 11/09/2004 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros CX | 2004.1008431 |
| 11/09/2004 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros CX | 2004.1008432 |
| 04/03/2006 | State Tax Lien | Houser Brothers | 2006.219506 409646 |
| ^ 07/30/2009 | Release | Houser Brothers | 2009.409646 |
| 12/03/2008 | State Tax Lien | Houser Brothers | 2008.557266 409647 |
| ^ 07/30/2009 | Release | Houser Brothers | 2009.409647 |
| 07/01/2009 | Release | Houser Brothers | 2009.347624 |
| 12/03/2010 | State Tax Lien | Houser Brothers | 2010.652383 157636 |
| ^ 03/28/2011 | Release | Houser Brothers | 2011.157636 |
| 06/14/2011 | Release | Houser | 2011.290442 |
| 12/06/2011 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros | 2011.636007 |
| 12/06/2011 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros | 2011.636008 |
| 11/07/2014 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2014.469087 |
| 11/07/2014 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2014.469088 |
| 11/08/2016 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2016.564698 |
| 11/19/2019 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2019.480966 8699 |
| ^ 01/08/2020 | Release | Houser Bros Co | 2020.8699 |

EXHIBIT “E”



Cheryl Sharpe / Senior Loan Processor
U.S. Financial Network, Inc.
Office: (800) 655-9044 / Fax: (800) 442-5233
<http://www.usfinancialnet.com>

[Quoted text hidden]

Jamie Gallian <jamiegallian@gmail.com>
To: Jeff Golden <jgolden@wglp.com>, Ed Hays <EHays@marshackhays.com>
Cc: Jamie Gallian <jamiegallian@gmail.com>

Sun, Mar 20, 2022 at 9:26 PM

Mr. Golden, Mr. Hays

I received this comprehensive report compiling the last two years of sales of homes here at Rancho Del Rey and the next closest park Skandia.

Please note the last page of each report.

The average sales price for a home in Rancho Del Rey is \$240,000.00, during the period 3/14/2020 through 3/14/2022 .

I disclosed on my Schedule A, an estimated figure of \$235,000.00. That does not include any value of the leasehold in the ground underneath the home.

On Schedule A, I entered unknown for the entire value combined.

If the Trustee would like me to amend Schedule A, please let me know.

[Quoted text hidden]

Jamie Gallian <jamiegallian@gmail.com>
To: Jeff Golden <jgolden@wglp.com>, Ed Hays <EHays@marshackhays.com>, Vivienne Alston <valston@aadlawyers.com>, Lori Werner <lwerner@wglp.com>, Jamie Gallian <jamiegallian@gmail.com>

Sun, Mar 20, 2022 at 9:32 PM

File attached,

Sorry.

Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

----- Forwarded message -----

From: Cheryl Sharpe <Cheryl@usfinancialnet.com>
Date: Mon, Mar 14, 2022 at 12:17 PM
Subject: RANCHO DEL REY; SKANDIA
To: Jamie Gallian <jamiegallian@gmail.com>



Jamie Gallian <jamiegallian@gmail.com>

RANCHO DEL REY; SKANDIA

Cheryl Sharpe <Cheryl@usfinancialnet.com>

Mon, Mar 14, 2022 at 12:16 PM

To: Jamie Gallian <jamiegallian@gmail.com>, Joseph Arroyo <josephamh@outlook.com>

Please see attached
Have a wonderful day

Thank you,

Cheryl Sharpe



Cheryl Sharpe / Senior Loan Processor

U.S. Financial Network, Inc.
Office: (800) 655-9044 / Fax: (800) 442-5233
<http://www.usfinancialnet.com>



copier_20220314_115321.pdf

247K

Jamie Gallian <jamiegallian@gmail.com>

Mon, Mar 14, 2022 at 12:43 PM

To: Cheryl Sharpe <Cheryl@usfinancialnet.com>

Cc: Joseph Arroyo <josephamh@outlook.com>

Received, thank you.
Sincerely,

Jamie Gallian
714-321-3449
jamiegallian@gmail.com

[Quoted text hidden]

Cheryl Sharpe <Cheryl@usfinancialnet.com>

Mon, Mar 14, 2022 at 12:58 PM

To: Jamie Gallian <jamiegallian@gmail.com>

You are very welcome

Thank you,

Cheryl Sharpe

Park Name : **RANCHO DEL REY
MOBILE ESTATES**Park Address : 16222 MONTEREY L
HUNTINGTON BEACH, CA
92649Spaces : 379
From : 3/14/2020 to 3/14/2022
Report date : 3/14/2022

| Address City | Mfd Date MFG Trade | Original Current Sales Date | Decal Legal Dealer | Wd Lt | Total sq Ft Per Sq Ft |
|--|---|--|--------------------------------|-------------------------------|--------------------------|
| 16222 MONTEREY LN #315 HUNTINGTON BEACH | 03/29/2006 DELAWARE WESTERN HOMES CORP SILVERCREST | \$365,000.00 \$325,000.00 12/03/2021 | <u>LBI5646</u> | 15.5 61 14.8333 61 | 1850.33 \$175.64 |
| 16222 MONTEREY LN #105 HUNTINGTON BEACH | 11/20/2009 CMH MANUFACTURING WEST INC CHATEAU SERIES | \$148,195.00 \$285,000.00 10/15/2021 | <u>LBK6772</u> 5 STAR HOMES | 14.8333 54 14.8333 54 | 1602 \$177.90 |
| 16222 MONTEREY LN #81 HUNTINGTON BEACH | 01/01/1985 MONTCLAIR MOBILE HOMES BONANZA | \$3,300.00 \$149,000.00 10/08/2021 | <u>LBB4900</u> 5 STAR HOMES | 10 48 10 48 | 960 \$155.21 |
| 16222 MONTEREY LN #23 HUNTINGTON BEACH | 04/18/1997 FLEETWOOD HM CALIF INC SUNPOINTE VVS | \$64,235.00 \$135,000.00 10/01/2021 | <u>LAX7136</u> 5 STAR HOMES | 11.75 57.3333 11.75 56 | 1331.67 \$101.38 |
| 16222 MONTEREY LN #310 HUNTINGTON BEACH | 12/04/2003 CHAMPION HOME BUILDERS COMPANY RESIDENTIAL | \$153,325.00 \$319,500.00 09/28/2021 | <u>LBF6142</u> | 13.3333 58 13.3333 60 | 1573.33 \$203.07 |
| 16222 MONTEREY LN #25 HUNTINGTON BEACH | 08/27/2004 SKYLINE HOMES INC OAKMANOR | \$271,050.00 \$270,000.00 09/15/2021 | <u>LBG5840</u> 5 STAR HOMES | 13.3333 59 13.3333 60.3333 | 1591.11 \$169.69 |
| 16222 MONTEREY LN #160 HUNTINGTON BEACH | 11/03/2005 SKYLINE HOMES INC OAKMANOR | \$288,637.00 \$280,000.00 09/08/2021 | <u>LBH7988</u> 5 STAR HOMES | 13.3333 56 13.3333 56 | 1493.33 \$187.50 |
| 16222 MONTEREY LN #159 HUNTINGTON BEACH | 01/01/1985 SKYLINE SKYLINE | \$3,100.00 \$75,000.00 07/29/2021 | <u>LBO7483</u> 5 STAR HOMES | 10 52 | 520 \$144.23 |
| 16222 MONTEREY LN #316 HUNTINGTON BEACH | 02/01/2013 CMH MANUFACTURING WEST INC GOLDEN WEST | \$148,572.00 \$100,000.00 07/27/2021 | <u>LBN2518</u> | 13.5 60 13.5 60 | 1620 \$61.73 |
| 16222 MONTEREY LN #277 HUNTINGTON BEACH | 01/01/1988 ROLLAWAY | \$10,999.00 \$162,000.00 07/21/2021 | <u>LBC7654</u> 5 STAR HOMES | 12 57 12 57 | 1368 \$118.42 |
| 16222 MONTEREY LN #70 HUNTINGTON BEACH | PTHSE | \$9,300.00 \$48,000.00 06/30/2021 | <u>ABA2838</u> | 10 56 10 56 | 1120 \$42.86 |

| | | | | | |
|---|--|--|--|---|---------------------|
| 16222 MONTEREY LN #128 HUNTINGTON BEACH | 07/24/2000 DELAWARE WESTERN HOMES CORP SILVERCREST | \$113,000.00 \$215,000.00 06/30/2021 | <u>LBC1704</u> 5 STAR HOMES | 12 53.3333 12 53.3333 | 1280 \$167.97 |
| 16222 MONTEREY LN #30 HUNTINGTON BEACH | 10/04/1999 DELAWARE WESTERN HOMES CORP SILVERCREST | \$102,199.00 \$169,000.00 05/13/2021 | <u>LBA2954</u> 5 STAR HOMES | 13.5 56 12.8333 56 | 1474.67 \$114.60 |
| 16222 MONTEREY LANE SP 22 HUNTINGTON BEACH | 11/11/2013 CMH MANUFACTURING WEST INC GOLDEN WEST | \$130,000.00 \$212,000.00 05/10/2021 | <u>LBL8405</u> 5 STAR HOMES | 11.8333 58 11.8333 58 | 1372.67 \$154.44 |
| 16222 MONTEREY LANE #282 HUNTINGTON BEACH | 11/07/2013 CMH MANUFACTURING WEST INC CMH | \$202,858.00 \$330,000.00 05/07/2021 | <u>LBL7735</u> 5 STAR HOMES | 14.8333 60 14.8333 58 | 1750.33 \$188.64 |
| 16222 MONTEREY LN #221 HUNTINGTON BEACH | 02/26/2010 CMH MANUFACTURING WEST INC CASTLE LIMITED | \$225,000.00 \$319,500.00 04/29/2021 | <u>LBK5051</u> EAGLE COMMUNITY CREDIT UNION J/R MOBILEHOME SALES | 11.8333 60 9.83333 56 11.8333 56 | 1923.33 \$166.12 |
| 16222 MONTEREY LANE #10 HUNTINGTON BEACH | 08/14/2006 DELAWARE WESTERN HOMES CORP SILVERCREST | \$239,153.00 \$330,000.00 04/23/2021 | <u>LBI7633</u> 5 STAR HOMES | 13.5 62.6667 13.5 61.3333 13.5 27 | 2038.5 \$161.88 |
| 16222 MONTEREY LN #50 HUNTINGTON BEACH | 07/11/1991 HALLMARK SOUTHWEST CORP WINCHESTER II | \$55,000.00 \$105,000.00 04/07/2021 | <u>LAT2541</u> 5 STAR HOMES | 12 56 12 56 | 1344 \$78.12 |
| 16222 MONTEREY LN #274 HUNTINGTON BEACH | 01/01/1968 VIKING EDGEWOOD | \$15,700.00 \$187,000.00 03/30/2021 | <u>LBN5869</u> EAGLE COMMUNITY CREDIT UNION BLUE CARPET MANUFACTURED HOMES | 12 57 12 57 | 1368 \$136.70 |
| 16222 MONTEREY LN #254 HUNTINGTON BEACH | 01/01/1968 CORNELL CORNELL | \$14,100.00 \$109,000.00 03/17/2021 | <u>LBO5799</u> 5 STAR HOMES | 12 57 12 57 | 1368 \$79.68 |
| 16222 MONTEREY LN #325 HUNTINGTON BEACH | 08/01/2008 SKYLINE HOMES INC PALMSPRINGS | \$199,600.00 \$270,000.00 03/12/2021 | <u>LBJ9095</u> 5 STAR HOMES | 13.3333 60 13.3333 58 | 1573.33 \$171.61 |
| 16222 MONTEREY LN #192 HUNTINGTON BEACH | 06/03/2003 DELAWARE WESTERN HOMES CORP SILVERCREST | \$205,000.00 \$205,000.00 03/01/2021 | <u>LBF4183</u> | 13.5 56 12.8333 56 | 1474.67 \$139.01 |
| 16222 MONTEREY LN #265 HUNTINGTON BEACH | 11/10/2020 CHAMPION HOME BUILDERS INC SKYLINE | \$306,641.00 \$306,641.00 01/08/2021 | <u>LBO4991</u> J/R MOBILEHOME SALES | 13.3333 60 13.3333 60 | 1600 \$191.65 |
| 16222 MONTEREY LN #109 HUNTINGTON BEACH | 03/27/2020 CMH MANUFACTURING WEST INC CLAYTON | \$212,000.00 \$212,000.00 12/15/2020 | <u>LBO4868</u> MACY HOMES INC | 11.6667 56 11.6667 56 | 1308.67 \$162.24 |

| | | | | | |
|--|--|--|--|---|---------------------|
| 16222 MONTEREY LN #213 HUNTINGTON BEACH | 04/13/2004 SKYLINE HOMES INC OAKMANOR | \$227,489.00 \$262,500.00 11/24/2020 | <u>LBF9757</u> LAZ5405 | 11.8333 52 11.8333 56 11.8333 56 | 1940.67 \$135.26 |
| 16222 MONTEREY LN #119 HUNTINGTON BEACH | SKYLINE SKYLINE | \$17,899.00 \$135,000.00 10/30/2020 | <u>LBL4819</u> 5 STAR HOMES | 12.56 12.56 | 1344 \$100.45 |
| 16222 MONTEREY LN #343 HUNTINGTON BEACH | 01/21/2013 CMH MANUFACTURING WEST INC GOLDEN WEST | \$133,709.00 \$205,000.00 10/29/2020 | <u>LBL4819</u> 5 STAR HOMES | 13.5 58 13.5 58 | 1566 \$130.91 |
| 16222 MONTEREY LN #57 HUNTINGTON BEACH | 08/02/2011 CMH MANUFACTURING WEST INC GOLDEN WEST | \$105,500.00 \$190,000.00 10/27/2020 | <u>LBK9621</u> 5 STAR HOMES | 11.8333 56 11.8333 56 | 1325.33 \$143.36 |
| 16222 MONTEREY LN #157 HUNTINGTON BEACH | 09/27/2004 CHAMPION HOME BUILDERS COMPANY WELLINGTON MANOR | \$0.00 \$137,000.00 10/02/2020 | <u>LBH5292</u> J/R MOBILEHOME SALES | 11.6667 56 11.6667 56 | 1306.67 \$104.85 |
| 16222 MONTEREY LN #296 HUNTINGTON BEACH | 01/29/2015 SKYLINE HOMES INC SUNSET RIDGE | \$206,587.00 \$271,000.00 09/24/2020 | <u>LBM2824</u> 5 STAR HOMES | 13.3333 62.6667 13.3333 60 | 1635.56 \$165.69 |
| 16222 MONTEREY LN #231 HUNTINGTON BEACH | 07/13/2004 DELAWARE WESTERN HOMES CORP SILVERCREST | \$269,000.00 \$199,900.00 09/17/2020 | <u>LBI2401</u> | 13.5 56 12.8333 56 | 1474.67 \$135.58 |
| 16222 MONTEREY LANE #269 HUNTINGTON BEACH | 06/08/2000 SKYLINE HOMES INC OAKMANOR | \$98,681.00 \$240,000.00 09/11/2020 | <u>LBB5766</u> 5 STAR HOMES | 11.8333 52 11.8333 56 11.8333 62 | 2011.67 \$119.30 |
| 16222 MONTEREY LN #108 HUNTINGTON BEACH | 06/26/2007 PALM HARBOR HOMES INC PALM HARBOR | \$275,000.00 \$265,000.00 08/12/2020 | <u>LBJ3986</u> EAGLE COMMUNITY CREDIT UNION 5 STAR HOMES | 13.3333 56 13.3333 59 | 1533.33 \$172.83 |
| 16222 MONTEREY LN #280 HUNTINGTON BEACH | 05/17/2006 CMH MANUFACTURING WEST INC GOLDEN WEST | \$298,000.00 \$200,000.00 08/12/2020 | <u>LBJ1431</u> 5 STAR HOMES | 11.8333 54 9.83333 53.3333 11.6333 46 | 1707.78 \$117.11 |
| 16222 MONTEREY LN #311 HUNTINGTON BEACH | 11/18/2013 SKYLINE HOMES INC SUNSET RIDGE | \$157,911.00 \$278,000.00 07/08/2020 | <u>LBL8007</u> 5 STAR HOMES | 13.3333 56 13.3333 58.6667 | 1528.89 \$181.83 |
| 16222 MONTEREY LN SP 133 HUNTINGTON BEACH | 01/01/1973 SILVERCREST SILVERCREST | \$22,100.00 \$107,000.00 06/23/2020 | <u>LBO3342</u> 5 STAR HOMES | 12.64 12.64 | 1536 \$69.66 |
| 16222 MONTEREY LANE #82 HUNTINGTON BEACH | 12/14/1998 SKYLINE HOMES INC GLENHAVEN | \$92,000.00 \$245,000.00 05/15/2020 | <u>LAZ2767</u> | 11.8333 52 11.8333 52 11.8333 48 | 1798.67 \$136.21 |
| 16222 MONTEREY LN #14 HUNTINGTON BEACH | 07/26/2011 CMH MANUFACTURING WEST INC GOLDEN WEST | \$109,647.00 \$204,500.00 05/06/2020 | <u>LBK9624</u> | 11.8333 56 11.8333 56 | 1325.33 \$154.30 |
| 16222 MONTEREY LN #53 HUNTINGTON BEACH | 07/10/2019 CHAMPION HOME BUILDERS INC SUNSET RIDGE | \$230,000.00 \$230,000.00 06/04/2020 | <u>LBO3276</u> T K M HOME SALES INC. | 10.56 11.8333 54 | 1199 \$191.83 |

| | Original | Resale |
|--------------------------|----------------|----------------|
| Total | \$5,738,487.00 | \$8,288,541.00 |
| Average | \$147,140.69 | \$212,526.69 |
| Max | \$365,000.00 | \$330,000.00 |
| Min | \$0.00 | \$48,000.00 |
| Avg \$SqFt | \$93.81 | \$141.27 |
| Avg SqFt | 1491 | 1491 |
| Number of records | 39 | |

Park Name : **SKANDIA MOBILE CC**
 Park : 16444 BOLSA CHICA
 Address : HUNTINGTON BEACH, CA
 92649
 Spaces : 167
 From : 3/14/2020 to 3/14/2022
 Report date : 3/14/2022

| Address City | Mfd Date MFG Trade | Original Current Sales Date | Decal Legal Dealer | Wd Lt | Total sq Ft Per Sq Ft |
|---|---|--|--|------------------------------------|--------------------------|
| 16444 BOLSA CHICA #12 HUNTINGTON BEACH | 06/21/2021 CHAMPION HOME BUILDERS INC-COR SILVERCREST | \$287,850.00 \$287,850.00 09/24/2021 | <u>LBO7177</u> BLUE CARPET MANUFACTURED HOMES | 11.8333 57.3333 11.8333 57.3333 | 1356.89 \$212.14 |
| 16444 BOLSA CHICA ST #14 HUNTINGTON BEACH | 07/29/2011 SKYLINE HOMES INC PALMSPRINGS | \$182,015.00 \$268,555.00 08/20/2021 | <u>LBK9472</u> | 13.3333 60 13.3333 60 | 1600 \$167.85 |
| 16444 BOLSA CHICA RD #140 HUNTINGTON BEACH | 10/29/2004 SKYLINE HOMES INC OAKMANOR | \$197,108.00 \$185,000.00 08/03/2021 | <u>LBG6541</u> | 13.3333 56 13.3333 56 | 1493.33 \$123.88 |
| 16444 BOLSA CHICA RD #8 HUNTINGTON BEACH | 10/21/2003 SKYLINE HOMES INC OAKMANOR | \$160,875.00 \$274,500.00 07/06/2021 | <u>LBF5590</u> | 13.3333 56 13.3333 56 | 1493.33 \$183.82 |
| 16444 BOLSA CHICA #81 HUNTINGTON BEACH | 11/30/2004 DELAWARE WESTERN HOMES CORP SILVERCREST | \$228,398.00 \$189,900.00 03/12/2021 | <u>LBG7635</u> J/R MOBILEHOME SALES | 12.60 12.60 | 1440 \$131.88 |
| 16444 BOLSA CHICA ST SP 141 HUNTINGTON BEACH | 04/01/2005 DELAWARE WESTERN HOMES CORP SILVERCREST | \$235,000.00 \$189,000.00 12/22/2020 | <u>LBH3077</u> EAGLE COMMUNITY CREDIT UNION | 13.5 55 12.8333 55 | 1448.33 \$130.49 |
| 16444 BOLSA CHICA ST #125 HUNTINGTON BEACH | 01/23/2013 CMH MANUFACTURING WEST INC GOLDEN WEST | \$136,000.00 \$220,000.00 11/18/2020 | <u>LBL5145</u> | 13.5 58 13.5 58 | 1566 \$140.49 |
| 16444 BOLSA CHICA #34 HUNTINGTON BEACH | 02/13/2002 SKYLINE HOMES INC OAKMANOR | \$130,705.00 \$289,500.00 10/14/2020 | <u>LBD6797</u> 5 STAR HOMES | 13.3333 58.6667 13.3333 58.6667 | 1564.44 \$185.05 |
| 16444 BOLSA CHICA ST #57 HUNTINGTON BEACH | 08/29/2007 SKYLINE HOMES INC OAKMANOR | \$210,000.00 \$195,000.00 10/08/2020 | <u>LBJ5268</u> 5 STAR HOMES | 11.8333 56 11.8333 45.6667 | 1203.06 \$162.09 |
| 16444 BOLSA CHICA RD #7 HUNTINGTON BEACH | 01/28/2004 SKYLINE HOMES INC OAKMANOR | \$159,900.00 \$215,000.00 09/28/2020 | <u>LBF7355</u> | 13.3333 56 13.3333 56 | 1493.33 \$143.97 |
| 16444 BOLSA CHICA RD #149 HUNTINGTON BEACH | 07/17/2020 CHAMPION HOME BUILDERS INC SUNSET RIDGE | \$239,000.00 \$239,000.00 09/16/2020 | <u>LBO5092</u> J/R MOBILEHOME SALES | 13.3333 56 13.3333 54 | 1466.67 \$162.95 |

| | | | | | |
|---|--|--|--|--------------------------|---------------------|
| 16444 BOLSA CHICA ST #126 HUNTINGTON BEACH | 07/21/2020 CHAMPION HOME BUILDERS INC SILVERCREST | \$268,353.00 \$268,353.00 08/07/2020 | <u>LBO3916</u> BLUE CARPET MANUFACTURED HOMES | 13.3333 58 13.3333 56 | 1520 \$176.55 |
| 16444 BOLSA CHICA #98 HUNTINGTON BEACH | 02/07/2020 CHAMPION HOME BUILDERS INC SUNSET RIDGE | \$289,000.00 \$289,000.00 06/17/2020 | <u>LBO3158</u> J/R MOBILEHOME SALES | 13.3333 56 13.3333 54 | 1466.67 \$197.06 |
| 16444 BOLSA CHICA #122 HUNTINGTON BEACH | 08/14/2015 CMH MANUFACTURING WEST INC GOLDEN WEST | \$191,600.00 \$254,500.00 04/03/2020 | <u>LBM5043</u> BLUE CARPET MANUFACTURED HOMES | 13.5 58 13.5 58 | 1566 \$162.52 |
| <hr/> | | | | | |
| | Original | Resale | | | |
| Total | \$2,915,802.00 | \$3,365,158.00 | | | |
| Average | \$208,271.57 | \$240,368.43 | | | |
| Max | \$289,000.00 | \$289,500.00 | | | |
| Min | \$130,705.00 | \$185,000.00 | | | |
| Avg \$SqFt | \$142.67 | \$162.91 | | | |
| Avg SqFt | 1477 | 1477 | | | |
| Number of records | 14 | | | | |

From: nag-dl-mhonlinereports@jdpa.com
Subject: MH Online Value/Price Report Receipt
Date: July 27, 2021 at 8:55 AM

MH Online Receipt

Order Information

Description: Basic Value Report
Invoice Number: 448119-VIR

Billing Information

Jamie Gallian
16222 Monterey Ln #376
Huntington Beach, CA 92649
jamiegallian@gmail.com
714-321-3449

Basic Value Report: \$30.00
CC Surcharge @ 2%: 0.60
Total Amount Charged: \$30.60(USD)

Payment Information

Date/Time: 2021-07-27 15:55:06
Transaction ID: 6274013055746473204275
Payment Method: Visa XXXX7357
Transaction Type: Purchase

Merchant Contact Information

NADAguides.com
Costa Mesa, CA 92626
United States
nag-dl-mhonlinereports@jdpa.com

J.D. POWER



Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

| Year Mfg'd | Manufacturer | Trade Name | State | Region |
|------------|--------------|--------------|-------|--------|
| 2014 | SKYLINE | CUSTOM VILLA | CA | PA |

Floor Areas: Triple-Wide

| Main Floor Area: | Width | x | Length | Total Value |
|------------------|-------|---|--------|--------------|
| | 54 | | 60 | \$171,168.00 |

| | |
|---|---------------|
| 1. Base Structure Value | \$171,168.00 |
| 2. State Location Adjustment | x 107 % |
| 3. Total Guide Book Retail Value (in average condition) | \$183,149.76 |
| 4. Condition Adjustment Selected: Good | x 109 % |
| 5. Condition Adjusted Value | \$199,633.24 |
| 6. Total Adjusted Value of Home | \$199,633.24 |
| 7. Total Additional Features | + \$10,363.32 |
| 8. Total Adjusted (Retail) Value of Home and Optional Equipment | \$209,996.56 |

Comments: This value report was produced by using NADAguides.com's Manufactured Housing Online Request Form. This is an automated valuation tool that generates value reports based on user-selected home criteria.

The value indication of this value report represents the depreciated replacement cost of the home and added features in retail dollars, and does not include adjustments for land, community "in place location value", or local market comparable sales.

This is not an appraisal form.

Disclaimer

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J.D. POWER



Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

| Year Mfg'd | Manufacturer | Trade Name | State | Region |
|------------|--------------|--------------|-------|--------|
| 2014 | SKYLINE | CUSTOM VILLA | CA | PA |

ADDITIONAL FEATURES

| Description | Quantity | Unit of Measure | Age | Unit Price | Total Value |
|---------------------------------|----------|-----------------|--------|------------|-------------------|
| <u>Components</u> | | | | | |
| BATH FIXTURES | | | | | |
| Fiberglass Shower Stall | 1 | ea. | 5+ Yrs | \$136.00 | \$136.00 |
| Garden Tub (Skirted) | 1 | ea. | 5+ Yrs | \$226.00 | \$226.00 |
| Fiberglass Tub - Combo | 1 | ea. | 5+ Yrs | \$191.00 | \$191.00 |
| Total BATH FIXTURES | | | | | \$553.00 |
| DOORS | | | | | |
| Deluxe House Type Exterior Door | 2 | ea. | 5+ Yrs | \$99.00 | \$198.00 |
| Total DOORS | | | | | \$198.00 |
| ELECTRICAL | | | | | |
| Electric Home - Total | 1 | ea. | 5+ Yrs | \$363.00 | \$363.00 |
| Total ELECTRICAL | | | | | \$363.00 |
| FAN | | | | | |
| Ceiling Paddle Fan | 3 | ea. | 5+ Yrs | \$67.00 | \$201.00 |
| Total FAN | | | | | \$201.00 |
| FLOORING | | | | | |
| T & G Plywood Sub-Flooring | 3240 | sq. ft. | 5+ Yrs | \$0.25 | \$810.00 |
| Total FLOORING | | | | | \$810.00 |
| HOUSE TYPE ROOFING | | | | | |
| Multi-wide | 1 | home | 5+ Yrs | \$431.00 | \$431.00 |
| Third/Tag-A-Long Section | 1 | home | 5+ Yrs | \$123.00 | \$123.00 |
| Total HOUSE TYPE ROOFING | | | | | \$554.00 |
| HOUSE TYPE SIDING | | | | | |
| Multi-wide | 1 | home | 5+ Yrs | \$833.00 | \$833.00 |
| Third/Tag-A-Long Section | 1 | home | 5+ Yrs | \$343.00 | \$343.00 |
| Total HOUSE TYPE SIDING | | | | | \$1,176.00 |

J.D. POWER



Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

| Year Mfg'd | Manufacturer | Trade Name | State | Region |
|------------|--------------|--------------|-------|--------|
| 2014 | SKYLINE | CUSTOM VILLA | CA | PA |

Components

INTERIOR

| | | | | | |
|---------------------------------|---|-----|--------|----------|-----------------|
| Cathedral/Vaulted Ceiling Rooms | 6 | ea. | 5+ Yrs | \$121.00 | \$726.00 |
| Total INTERIOR | | | | | \$726.00 |

KITCHEN APPLIANCES

| | | | | | |
|---------------------------------|---|-----|--------|----------|-----------------|
| 22 CF Refrigerator | 1 | ea. | 5+ Yrs | \$485.00 | \$485.00 |
| Dishwasher | 1 | ea. | 5+ Yrs | \$177.00 | \$177.00 |
| Garbage Disposal | 1 | ea. | 5+ Yrs | \$80.00 | \$80.00 |
| Total KITCHEN APPLIANCES | | | | | \$742.00 |

MISCELLANEOUS

| | | | | | |
|--------------------------------|---|-----|--------|------------|-------------------|
| Clothes Washer | 1 | ea. | 5+ Yrs | \$199.00 | \$199.00 |
| Clothes Dryer | 1 | ea. | 5+ Yrs | \$221.00 | \$221.00 |
| Fireplace (Built-In/Permanent) | 1 | ea. | 5+ Yrs | \$1,011.00 | \$1,011.00 |
| Total MISCELLANEOUS | | | | | \$1,431.00 |

PLUMBING

| | | | | | |
|-----------------------|---|-----|--------|---------|----------------|
| Stainless Steel Sink | 1 | ea. | 5+ Yrs | \$92.00 | \$92.00 |
| Total PLUMBING | | | | | \$92.00 |

WINDOWS

| | | | | | |
|----------------------|---|-----|--------|----------|-----------------|
| Skylight | 2 | ea. | 5+ Yrs | \$133.00 | \$266.00 |
| Total WINDOWS | | | | | \$266.00 |

Total Components

\$7,112.00

Accessories

PORCHES/DECKS (Measure Width x Length Including Carpet & Rails)

| | | | | | |
|--|-----|---------|--------|--------|-----------------|
| Elevated - Wood w/Rails | 120 | sq. ft. | 5+ Yrs | \$6.78 | \$813.60 |
| Total PORCHES/DECKS (Measure Width x Length Including Carpet & Rails) | | | | | \$813.60 |

SKIRTING TO 30" HIGH (Measure Around Perimeter)

| | | | | | |
|--|-----|----------|--------|--------|-------------------|
| Shiplap (Horizontal) | 228 | lin. ft. | 5+ Yrs | \$6.24 | \$1,422.72 |
| Total SKIRTING TO 30" HIGH (Measure Around Perimeter) | | | | | \$1,422.72 |

J.D. POWER



Used Manufactured Home Value Report

Reference Number 448119

Edition July-Aug 2021

Date 07/27/2021

| Year Mfg'd | Manufacturer | Trade Name | State | Region |
|------------|--------------|--------------|-------|--------|
| 2014 | SKYLINE | CUSTOM VILLA | CA | PA |

Accessories

STEPS

| | | | | | |
|----------------------------------|---|-----|--------|----------|--------------------|
| Wood - 3 Steps | 5 | ea. | 5+ Yrs | \$203.00 | \$1,015.00 |
| Total STEPS | | | | | \$1,015.00 |
| Total Accessories | | | | | \$3,251.32 |
| Total Additional Features | | | | | \$10,363.32 |



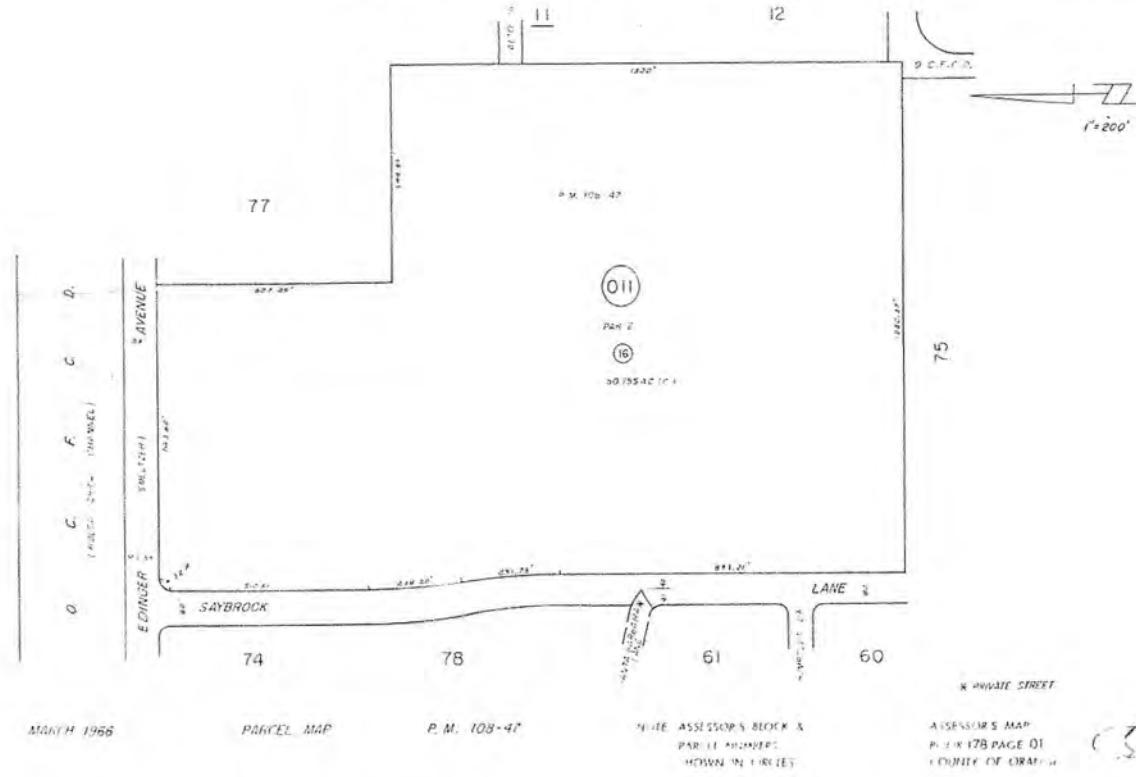
First American

myFirstAm® Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

P.D.P. E. 1/2, N.W. 1/4, SEC. 20, T.5 S., R.11 W.

178-01

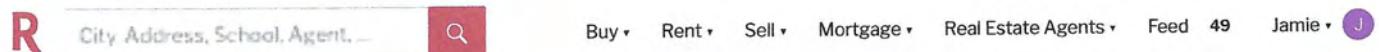


Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

11/15/2019

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← Search Overview Property Details Sale & Tax History Public Facts Schools

OFF MARKET

Home Values Near 16222 Monterey Ln #376

Data from public records.

| Address | Redfin Estimate | Address | Redfin Estimate | Address | Redfin Estimate |
|---|-----------------|---|--------------------------------|--|-----------------|
| 16222 Monterey Lane Unit 1 Huntington Beach, CA - Beds - Baths - Sq. Ft. | \$145,367 | 16222 Monterey Lane Unit 147 Huntington Beach, CA - Beds - Baths - Sq. Ft. | \$16222 Monterey Lane Unit 147 | Huntington Beach, CA | |
| 16222 Monterey Lane Unit 261 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 62 Huntington Beach, CA 2 Beds 2 Baths 1060 Sq. Ft. | \$174,321 | 16222 Monterey Lane Unit 86 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |
| 16222 Monterey Lane Unit 322 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 210 Huntington Beach, CA 3 Beds 2 Baths 1340 Sq. Ft. | \$248,280 | 16222 Monterey Lane Unit 337 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |
| 16222 Monterey Lane Unit 310 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 93 Huntington Beach, CA 3 Beds 2 Baths 1493 Sq. Ft. | \$253,024 | 16222 Monterey Lane Unit 204 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |
| 16222 Monterey Lane Unit 150 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 260 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 24 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |
| 16222 Monterey Lane Unit 320 Huntington Beach, CA 3 Beds 2 Baths 1727 Sq. Ft. | \$328,497 | 16222 Monterey Lane Unit 294 Huntington Beach, CA - Beds - Baths - Sq. Ft. | \$185,331 | 16222 Monterey Lane Unit 201 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |
| 16222 Monterey Lane Unit 313 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 99 Huntington Beach, CA - Beds - Baths - Sq. Ft. | | 16222 Monterey Lane Unit 256 Huntington Beach, CA - Beds - Baths - Sq. Ft. | |

Show Less ^

16222 Monterey Ln #376, Huntington Beach, CA 92649

\$296,642
Redfin Estimate

2
Beds

2
Baths

1,566
Sq Ft



[View Owner Dashboard](#)

Off Market

About This Home

16222 Monterey Ln #376 is a 1,566 square foot home with 2 bedrooms and 2 bathrooms. This home is currently off market. Based on Redfin's Huntington Beach data, we estimate the home's value is \$296,642.

Redfin last checked: over 7 days ago. Source: Public Records

Redfin Estimate for 16222 Monterey Ln #376

[Edit Home Facts](#) to improve accuracy.

[Create an Owner Estimate](#)

\$296,642

[See estimate history](#)

Redfin Estimate based on recent home sales.



\$285,000 Sold Price

3 Beds 2 Baths 1,824 Sq. Ft.

16222 Monterey Ln #375, Huntington Beach, CA 92649

-\$33/sq ft

↓ 12 years older

\$300,000 Sold Price

3 Beds 2 Baths 1,566 Sq. Ft.

16222 Monterey Ln #314, Huntington Beach, CA 92649

+\$3/sq ft

↓ 1 year older

[View comparables on map](#)

Homeowner Tools



[Edit home facts](#)

Review property details and add renovations.

 [Manage photos](#)

Update home photos or make them private.

 [Create an Owner Estimate](#)

Select recent home sales to estimate your home's value.

 [View Owner Dashboard](#)

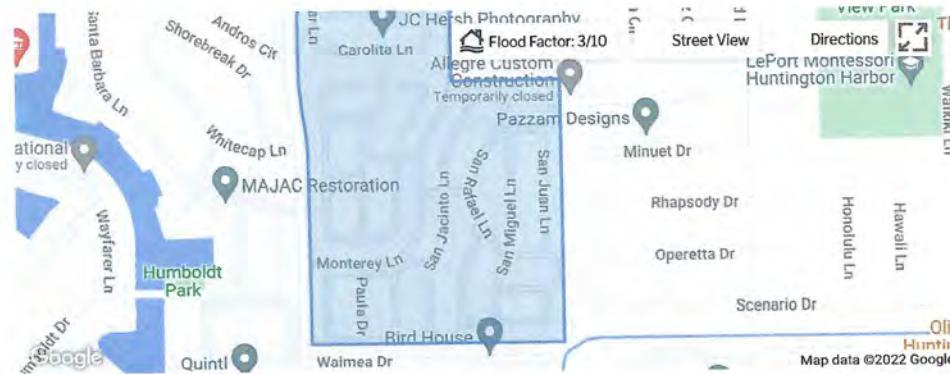
Track your estimate and nearby sale activity.

Home Facts

| | | | |
|------------|------------|---------------|--------------------------|
| Status | Off Market | Property Type | Mobile/Manufactured Home |
| Year Built | 2014 | | |

Price Insights

| | | | |
|------------------------|-----------|--------------|-------|
| <u>Redfin Estimate</u> | \$296,642 | Price/Sq.Ft. | \$189 |
|------------------------|-----------|--------------|-------|



Advertisement

[Hide this ad](#)

Property Details for 16222 Monterey Ln #376

Exterior Features, Taxes / Assessments

Mobile Home Information

- Is Mobile Home

Assessor Information

- Assessment Year: 2021

Property / Lot Details

Property Information

- Legal Description: T-MHP: RANDRE MSP: 376

Lot Information

- # of Buildings: 1
- County Use Description: MOBILE HOME

This data may not show owner updates. [Learn more](#).

Sale & Tax History for 16222 Monterey Ln #376

[Sale History](#) [Tax History](#)

Today

| | | |
|--------------|------------------------------------|-------|
| Dec 17, 2018 | Delisted (Withdrawn) | — |
| Date | CRMLS #OC18179029 | Price |
| Dec 16, 2018 | Relisted (Active) | — |
| Date | CRMLS #OC18179029 | Price |
| Dec 2, 2018 | Relisted (Active) | — |
| Date | CRMLS #OC18179029 | Price |
| Dec 2, 2018 | Delisted (Hold Do Not Show) | — |
| Date | CRMLS #OC18179029 | Price |
| Nov 21, 2018 | Delisted (Hold Do Not Show) | — |
| Date | CRMLS #OC18179029 | Price |
| Nov 10, 2018 | Price Changed | * |
| Date | CRMLS #OC18179029 | Price |
| Oct 19, 2018 | Price Changed | * |
| Date | CRMLS #OC18179029 | Price |
| Oct 5, 2018 | Price Changed | * |
| Date | CRMLS #OC18179029 | Price |
| Aug 8, 2018 | Price Changed | * |
| Date | CRMLS #OC18179029 | Price |
| Jul 25, 2018 | Listed (Active) | * |
| Date | CRMLS #OC18179029 | Price |



Listing provided courtesy of CRMLS

Public Facts for 16222 Monterey Ln #376

[Edit Facts](#)

| | | | |
|----------------|-------|----------------|--------------------------|
| Beds | 2 | Style | Mobile/Manufactured Home |
| Baths | 2 | Year Built | 2014 |
| Sq. Ft. | 1,566 | Year Renovated | — |
| Stories | 1 | County | Orange County |
| Parking Spaces | 3 | APN | 89156962 |
| Basement | No | HOA Dues | — |
| Accessible | No | Garage | No |
| Lot Size | — | Features | — |

Home facts updated by owner on May 16, 2022. [View Public Records](#)

Schools

GreatSchools Summary Rating

| | | | | |
|------|---|------------------|-------------------|------------|
| 7/10 | Harbour View Elementary Sc... Public, K-5 • Serves this home | 687 Students | 0.4mi Distance | 40 reviews |
| 6/10 | Marine View Middle School Public, 6-8 • Serves this home | 730 Students | 1.7mi Distance | 11 reviews |
| 9/10 | Marina High School Public, 9-12 • Serves this home | 2443 Students | 1.4mi Distance | 9 reviews |

School data is provided by GreatSchools, a nonprofit organization. Redfin recommends buyers and renters use GreatSchools information and ratings as a first step, and conduct their own investigation to determine their desired schools or school districts, including by contacting and visiting the schools themselves.

Redfin does not endorse or guarantee this information. School service boundaries are intended to be used as a reference only; they may change and are not guaranteed to be accurate. To verify school enrollment eligibility, contact the school district directly.

Around This Home

Transportation in 92649

27 / 100

Car-Dependent
Walk Score®

28 / 100

Some Transit
Transit Score®

66 / 100

Bikeable
Bike Score®

Recommended For You

Based on homes you've looked at.



\$114,999

2 Beds 2 Baths 800 Sq. Ft.

7887 Lampson Ave #88, Garden Grove, CA 92841



\$115,000

2 Beds 2 Baths 1,248 Sq. Ft.

8111 Stanford Ave #38, Garden Grove, CA 92841



\$196,900

4 Beds 2 Baths 1,392 Sq. Ft.

20701 Beach Blvd #298, Huntington Beach, CA 92648



\$154,800

3 Beds 2 Baths 1,100 Sq. Ft.

5772 Garden Grove Blvd #52, Westminster, CA 92683



\$129,000

2 Beds 2 Baths 1,250 Sq. Ft.

7271 Katella Ave #97, Stanton, CA 90680



\$183,900

2 Beds 2 Baths 1,440 Sq. Ft.

20701-31 Beach Blvd #31, Huntington Beach, CA 92648

Nearby Similar Homes

Sorry, we don't have any nearby similar homes to display. See all homes for sale in 92649

Nearby Recently Sold Homes

Nearby homes similar to 16222 Monterey Ln #376 have recently sold between \$90K to \$300K at an average of \$125 per square foot.



\$99,000 Last Sold Price

2 Beds 2 Baths 1,300 Sq. Ft.

16222 Monterey Ln #158, Huntington Beach, CA 92649



\$130,000 Last Sold Price

2 Beds 2 Baths 1,620 Sq. Ft.

16444 Bolsa Chica St #109, Huntington Beach, CA 92649



\$90,000 Last Sold Price

3 Beds 2 Baths 1,640 Sq. Ft.

16444 Bolsa Chica St #11, Huntington Beach, CA 92649

[View More Recently Sold Homes](#)

Home Values Near 16222 Monterey Ln #376

Data from public records.

| Address | Redfin Estimate |
|---|-----------------|
| 16222 Monterey Lane Unit 1, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 261, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 322, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 310, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 150, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 320, Huntington Beach, CA 3 Beds 2 Baths 1727 Sq. Ft. | \$328,497 |
| 16222 Monterey Lane Unit 313, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| Address | Redfin Estimate |
| 16222 Monterey Lane Unit 111, Huntington Beach, CA 2 Beds - Baths 1060 Sq. Ft. | \$145,367 |
| 16222 Monterey Lane Unit 62, Huntington Beach, CA 2 Beds 2 Baths 1340 Sq. Ft. | \$174,321 |
| 16222 Monterey Lane Unit 210, Huntington Beach, CA 3 Beds 2 Baths 1493 Sq. Ft. | \$248,280 |
| 16222 Monterey Lane Unit 93, Huntington Beach, CA 3 Beds 2 Baths 1600 Sq. Ft. | \$253,024 |
| 16222 Monterey Lane Unit 260, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 294, Huntington Beach, CA - Beds - Baths - Sq. Ft. | \$185,331 |
| 16222 Monterey Lane Unit 99, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| Address | Redfin Estimate |
| 16222 Monterey Lane Unit 147, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |

| Address | Redfin Estimate |
|---|-----------------|
| 16222 Monterey Lane Unit 86, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 337, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 204, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 24, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 201, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| 16222 Monterey Lane Unit 256, Huntington Beach, CA - Beds - Baths - Sq. Ft. | — |
| Show Less  | |

More Real Estate Resources

New Listings in 92649

- [16178 Mariner Dr #14](#)
- [3586 Bravata Dr](#)
- [16573 Pescado Ln](#)
- [16672 Pacific Coast Unit A](#)
- [16222 Monterey Ln #356](#)
- [4951 Maui Cir](#)

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- [Mesa Verde homes for sale](#)
- [Huntington Harbour homes for sale](#)
- [Bolsa Chica homes for sale](#)
- [Senior Landmark Living homes for sale](#)

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[92708 homes for sale](#)

[92646 homes for sale](#)

[92647 homes for sale](#)

[92648 homes for sale](#)

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Frequently Asked Questions for 16222 Monterey Ln #376

| | | | |
|--|---|--|---|
| What is 16222 Monterey Ln #376? |  | How competitive is the market for this home? |  |
| How many photos are available for this home? |  | What comparable homes are near this home? |  |
| How much is this home worth? |  | What's the full address of this home? |  |
| When was this home built and last sold? |  | | |

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 California DRE #01521930

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GreatSchools Ratings provided by [GreatSchools.org](#).

Attachment A – Liens To be Avoided
**HUNTINGTON BEACH GABLES HOMEOWNERS
ASSOCIATION**

Re: 16222 Monterey Lane #376, Huntington Beach, CA 92649
APN 891-569-62, Tract 10542, Unit 4, Lot 376 on APN 178-011-01

| <u>Preliminary Exception No.</u> | <u>Judgment Entry Date</u> | <u>Judgment Recording Date</u> | <u>Official Records of Orange County Instrument Number</u> | <u>Court</u> | <u>Case</u> |
|----------------------------------|----------------------------|--------------------------------|--|------------------------------|--|
| "Exception F" | 09/27/2018 | 11/19/18 | 2018-000435011 | Orange County Superior Court | Gables HOA v Bradley, et al Jamie Gallian (30-2017-00913985 ("2017 Arc Action")) |
| "Exception G" | 12/04/18 | 12/14/2018 | 2018-000467142 | Same | 2017 Arc Action |
| "Exception H" | 03/21/2019 | 05/03/2019 | 2019-000148568 | Same | 2017 "Slapp" 30-17-00962999 |
| "Exception I" | 05/06/2019 | 05/16/2019 | 2019-000165259 | Same | 2017 Arc Action |
| "Exception J" | 05/06/2019 | 05/16/2019 | 2019-000166068 | Same | 2017 Arc Action |
| "Exception K" | RELEASE | 05/16/2019 | 2020-000481922 | Same | Gables HOA v Bradley, et al Jamie Gallian 30-2017-00913985 |

DEBTOR'S MOTION TO AVOID LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY)

Attachment A

6. Debtor's entitlement to an exemption is impaired by a judicial lien(s), the details of the lien(s) are as follows:

- a. Date of Entry of judgment: 09/27/2018
- b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00913985
- e. Date and place of recordation of lien: 11/19/2018, in Orange County
- f. Recorder's instrument number: 2018000435011

Exception # F-1,2

- a. Date of Entry of judgment: 12/04/2018
- b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00913985
- e. Date and place of recordation of lien: 12/14/2018, in Orange County
- f. Recorder's instrument number: 2018000467142

Exception # G-1,2

- a. Date of Entry of judgment: 3/21/2019
- b. Case name: Huntington Beach Gables vs. Jamie L. Gallian
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00962999
- e. Date and place of recordation of lien: 05/03/2019, in Orange County
- f. Recorder's instrument number: 2019000148568

Exception # H-1,2

- a. Date of Entry of judgment: 05/6/2019
- b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00913985
- e. Date and place of recordation of lien: 05/16/2019 in Orange County
- f. Recorder's instrument number: 2019000165259

Exception # I-1,2

- a. Date of Entry of judgment: 05/6/2019
- b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00913985
- e. Date and place of recordation of lien: 05/16/2019, in Orange County
- f. Recorder's instrument number: 2019000166068

Exception # J-1,2

Attachment A-Continued

6. Debtor's entitlement to an exemption is impaired by a judicial lien, the details of the lien are as follows:

- a. Date of Entry of judgment:
- b. Case name: Huntington Beach Gables vs. Sandra L. Bradley, et al
- c. Name of Court: Superior Court of CA., County of Orange
- d. Docket Number: 30-2017-00913985
- e. Date and place of recordation of **RELEASE OF JUDGMENT: 09/10/2020**,
filed by Huntington Beach Gables Homeowners Association,
Official Records County of Orange.
- f. Recorder's instrument number: 2020000481922

Exception # K-1

EXHIBIT F

EXHIBIT F

EXHIBIT F

Exception No. 1

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 09/27/2018

TIME: 01:30:00 PM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: (ACRPT) Cheri Violette CSR# 3584

BAILIFF/COURT ATTENDANT: Julie Carney

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT. DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 72875934

EVENT TYPE: Motion to Compel Response to Requests for Admissions

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Request for Admissions, 08/23/2018

EVENT ID/DOCUMENT ID: 72875943

EVENT TYPE: Motion to Compel Answers to Special Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Special, 08/23/2018

EVENT ID/DOCUMENT ID: 72875946

EVENT TYPE: Motion to Compel Answers to Form Interrogatories

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Answers to Interrogatories Form, 08/23/2018

Additional events listed on last page.

APPEARANCES

Pejman D. Kharrazian, Esq., from Epstein Grinnell & Howell, APC, present for Cross - Defendant, Plaintiff(s).

Jamie L. Gallian, self represented Cross - Defendant, present.

David R. Flyer, Esq., specially appearing.

Tentative Ruling posted on the Internet.

The court hears oral argument. The court, having fully considered the arguments of all parties, both written and oral, as well as the evidence presented, now rules as follows: The Tentative Ruling, as amended, will become the final ruling of the court. Plaintiff's requests for sanctions as to the motions to compel further responses are denied.

The court rules as follows:

1. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Form Interrogatories (Set One) from Defendant Jamie Gallian and Request

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

for Sanctions:

Plaintiff The Huntington Beach Gables Homeowners Association's unopposed Motion to Compel Responses to Form Interrogatories and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2030.290, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Form Interrogatories, Set No. One, within ten days. The court imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days.

2. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Special Interrogatories (Set One) and Request for Sanctions:

The court GRANTS Plaintiff's Request For Judicial Notice.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Further Responses to Plaintiff's Special Interrogatories Set No. 1 is GRANTED. (See Code Civ. Proc. § 2030.300).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed, and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Special Interrogatories Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

3. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Responses to Request for Production of Documents (Set One) and Request for Sanctions:

Plaintiff's Request For Judicial Notice is GRANTED.

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel Responses to Inspection Demands and Imposition of Sanctions is GRANTED. (See Code Civ. Proc. § 2031.300, subd. (a)).

Defendant Jamie L. Gallian is ordered to serve verified responses without objections to Plaintiff's Inspection Demand, Set No. One, which fully complies with Code Civ. Proc. § 2031.210(a), and all responsive documents (whatever their source), within ten days.

The court also imposes monetary sanctions against Defendant Jamie L. Gallian in the amount of \$1,535.00, payable to counsel for Plaintiff within thirty days. (See Code Civ. Proc. § 2031.300, subd. (h)).

4. Motion by Plaintiff The Huntington Beach Gables Homeowners Association for an Order to Compel Further Responses to Request for Admissions (Set One) and Request for Sanctions:

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

Plaintiff The Huntington Beach Gables Homeowners Association's Motion to Compel to Further Responses to Plaintiff's Requests For Admissions, Set No. 1, is GRANTED. (See Code Civ. Proc. § 2033.290).

The court finds that Defendant is equitably estopped from asserting that the Plaintiff's motions are not timely filed, because these motions were initially timely filed and ordered off calendar by the court in reliance upon a settlement between the parties placed on the record before the court. Once it became clear that defendant was unwilling to live up to the terms reached before the court, Plaintiff timely renewed the motions.

Defendant Jamie L. Gallian is ordered to serve further, non-evasive responses to Plaintiff's Requests For Admissions Set No. 1 without objections within ten days.

The request for monetary sanctions against Defendant Jamie L. Gallian is denied.

Defendant's request for imposition of monetary sanctions is denied.

Defendant to give notice.

A Mandatory Settlement Conference is scheduled for 10/05/2018 at 09:00 AM in Department C33.

Defendant Jamie L. Gallian's oral Ex Parte Request to advance the hearing date on her Motion for Judgment on the Pleadings, set for 12/13/2018, is granted.

The Motion by Defendant Jamie L. Gallian for Judgment on the Pleadings, set for 12/13/2018, is ordered advanced to 12/06/2018 at 01:30 PM in this department.

Court orders defendant to give notice.

CASE TITLE: The Huntington Beach Gables
Homeowners Association vs. Bradley

CASE NO: 30-2017-00913985-CU-CO-CJC

ADDITIONAL EVENTS:

EVENT ID/DOCUMENT ID: 72875949

EVENT TYPE: Motion to Compel Production

MOVING PARTY: The Huntington Beach Gables Homeowners Association

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Production/Inspection of Documents or Things,
08/23/2018

DATE: 09/27/2018

DEPT: C33

MINUTE ORDER

Page 4
Calendar No.

Exception No. 1 (Part 2)

EJ-001

Recording Requested by and When Recorded Mail to
 Joyce J. Kapsal SBN: 091950
 Epstein Grinnell & Howell, APC
 10200 WILLOW CREEK ROAD, SUITE 100
 SAN DIEGO, CA 92131
 TEL NO: 858-527-0111 FAX NO (optional): 858-527-1531
 E-MAIL ADDRESS (Optional):

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS 700 Civic Center Drive West
 MAILING ADDRESS 700 Civic Center Drive West
 CITY AND ZIP CODE Santa Ana, CA 92701
 BRANCH NAME Central Justice Center

PLAINTIFF: The Huntington Beach Gables Homeowners Association
 DEFENDANT: Jamie L. Gallian

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian
 4476 Alderport Drive #53
 Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742 / CA
 c. Social security no. [last 4 digits]: xxx-xx-3936
 d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Jamie L. Gallian, 4476 Alderport Drive #53, Huntington Beach, CA 92649

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):
 The Huntington Beach Gables Homeowners Association
 c/o Epstein Grinnell & Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131

Date: November 9, 2018

Joyce J. Kapsal

(TYPE OR PRINT NAME)

6. Total amount of judgment as entered or last renewed: \$ 3,070.00

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 9/27/2018 [sanctions]
 b. Renewal entered on (date):

9. This judgment is an installment judgment.



Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. July 1, 2014)

David H. Yamasaki, Clerk of the Court

This abstract issued on (date):
 11/16/2018

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS

Recorded in Official Records, Orange County
 Hugh Nguyen, Clerk-Recorder



97.00

* \$ R 0 0 1 0 4 8 0 4 9 1 \$ *

2018000435011 2:30 pm 11/19/18

7 413 A03 2

0.00 0.00 0.00 0.00 3.00 10.00 0,000.0075.00 3.00

FOR RECORDER'S USE ONLY

CASE NUMBER
 30-2017-00913985-CU-CO-CJC

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).


 (SIGNATURE OF APPLICANT OR ATTORNEY)

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

11. A stay of enforcement has

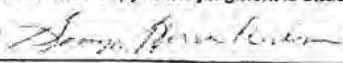
a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by


 S. Wilson
 , Deputy

Page 1 of 2
 Code of Civil Procedure, § 458.460,
 674 700.190
 Westlaw Doc & Form Builder

PLAINTIFF: The Huntington Beach Gables Homeowners Association
DEFENDANT: Jamie L. Gallian

COURT CASE NO.:
30-2017-00913985-CU-CO-CJC

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

EXHIBIT G

EXHIBIT G

EXHIBIT G

Exception No. 2

3728619

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
11/09/2018 at 10:23:23 AM
Clerk of the Superior Court
By eClerk, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 04 2018

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 THE HUNTINGTON BEACH GABLES Case No. 30-2017-00913985-CU-CO-
12 HOMEOWNERS ASSOCIATION, a) CJC
California Nonprofit Mutual Benefit)
Corporation,)
13 Plaintiff,)
14 v.)
15 SANDRA L. BRADLEY, individually and)
as Trustee of the Sandra L. Bradley Trust;)
16 JAMIE L. GALLIAN, an individual; and)
17 DOES 1 through 25, inclusive,)
18 Defendants.)

19 AND RELATED CROSS-ACTIONS.)
20)
21)
22)
23)
24)
25)
26)
27)
28)

1 The above-captioned matter came on regularly for hearing on Cross-Defendants Lee
2 Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori Burrett's Motion for
3 Attorneys' Fees and Costs on November 1, 2018 and November 8, 2018, in Department C33 of
4 the Superior Court in and for the State of California, County of Orange, the Honorable James L.
5 Crandall presiding.

6 Cross-Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso,
7 and Lori Burrett appeared by and through its attorneys, Brenda Radmacher of Gordon & Rees,
8 LLP. Cross-Complainant Jamie L. Gallian, in pro per, appeared on behalf of herself. After
9 hearing evidence and arguments, and good cause appearing;

10 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Cross-
11 Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori
12 Burrett are awarded their attorneys' fees in the amount of \$46,138.00 against Cross-Complainant
13 Jamie L. Gallian. Post-judgment interest at a rate of ten (10) percent annum from the date hereof,
14 till paid, shall accrue on the amount above.

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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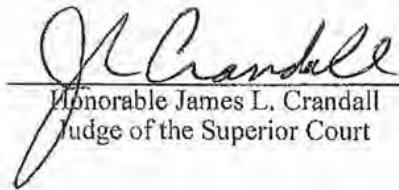
25

26

27

28

Dated: 12-4-, 2018


Honorable James L. Crandall
Judge of the Superior Court

1141301/11128820v1

Exception No. 2 (Part 2)

Recording Requested By

Name: James E. Hawley (SBN: 299723)

Address: GORDON REES SCULLY & MANSUKHANI
633 W. 5th Street, 52nd Floor

City, State, Zip Code
Los Angeles, CA 90071

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



103.00

* \$ R D O 1 0 5 2 8 9 4 2 \$ *

2018000467142 8:58 am 12/14/18

7 413 A03 4

0.00 0.00 0.00 0.00 9.00 10.00 0.000.0075.00 3.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Title of Document

ABSTRACT OF JUDGEMENT

EJ-001

| | | |
|--|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number) Recording requested by and return to: | | |
| James E. Hawley (SBN: 299723) GORDON REES SCULLY & MANSUKHANI 633 W. 5th Street, 52nd Floor Los Angeles, CA 90071 TEL NO. (213) 576-5000 FAX NO. (Optional) (877) 306-0043 | | |
| E-MAIL ADDRESS (Optional): <input checked="" type="checkbox"/> ATTORNEY FOR <input type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD | | |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS: 700 W. Civic Center Dr.

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, 92701

BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

| | |
|--|---|
| PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra L. Bradley; Jamie L. Gallian et al. | CASE NUMBER 30-2017-00913985-CU-CO-CJC |
|--|---|

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian
5782 Pinon Drive
Huntington Beach, CA 92649

b. Driver's license no. (last 4 digits) and state:

c. Social security no. (last 4 digits): 3936

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Jamie L. Gallian, 5782 Pinon Drive, Huntington Beach, CA 92649

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Janine Jasso
4469 Chase Dr.
Huntington Beach, CA 92649

5. Original abstract recorded in this county:

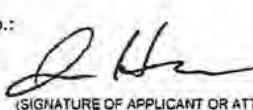
a. Date:

b. Instrument No.:

Date: December 7, 2018

James E. Hawley

(TYPE OR PRINT NAME)


(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
\$46,138.00

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 4, 2018
b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.

S. Wilson, Deputy



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):

12/13/2018

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev July 1, 2014)

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
574, 700.190

| | |
|---|----------------------------|
| PLAINTIFF: The Huntington Beach Gables Homeowners Association | COURT CASE NO: |
| DEFENDANT: Sandra L. Bradley; Jamie L. Gallian et al. | 30-2017-00913985-CU-CO-CJC |

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

Jennifer Paulin
4446 Alderport Dr.
Huntington Beach, CA 92649

14. Judgment creditor (name and address):

Lori Burrett
16107 Warmington Lane
Huntington Beach, CA 92649

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

[Redacted]
[Redacted]
[Redacted]
[Redacted]

17. Name and last known address

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Driver's license no. [last 4 digits] and state:

Unknown

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

18. Name and last known address

[Redacted]
[Redacted]
[Redacted]
[Redacted]

19. Name and last known address

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Driver's license no. [last 4 digits] and state:

Unknown

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

MC-025

| | |
|---|--|
| SHORT TITLE: The Huntington Beach Gables HOA v. Bradley; Gallian | CASE NUMBER: 30-2017-00913985-CU-CO-CJC |
|---|--|

ATTACHMENT (Number): 15

(This Attachment may be used with any Judicial Council form.)

Additional Judgment Creditors

Lee Gragnano
16062 Warmington Ave.
Huntington Beach, CA 92649

Lindy Beck
4443 Chase Drive
Huntington Beach, CA 92649

Ted Phillips
4447 Chase Drive
Huntington Beach, CA 92649

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1
(Add pages as required)

Form Approved for Optional Use
Judicial Council of California
MC-025 (Rev. July 1, 2009)

ATTACHMENT
to Judicial Council Form

CEB
www.ceb.com

www.courtinfo.ca.gov

Exception No. 2 (Part 3)



STATE OF CALIFORNIA
Office of the Secretary of State, Alex Padilla
NOTICE OF JUDGMENT LIEN (JL 1)

California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File #: U200003862424

Date Filed: 7/23/2020

Submitter Information:

Contact Name
Organization Name
Phone Number
Email Address
Address None

Judgment Debtor Information:

| Judgment Debtor Name | Mailing Address |
|----------------------|---|
| Jamie Gallian | 16222 Monterey Ln Spc 376 Huntington Beach, CA 92649 |

Judgment Creditor Information:

| Judgment Creditor Name | Mailing Address |
|------------------------|---|
| Janine Jasso | 16025 Warmington Lane Huntington Beach, CA 92649 |

Judgment Information:

A. Name of Court Where Judgment Was Entered Orange County Superior Court
B. Title of the Action The Huntington Beach Gables HOA v. Bradley, Gallian, et al.
C. Case Number 30-2017-00913985-CU-CO-CJC
D. Date Judgment Was Entered 12/04/2018

E. Date(s) of Subsequent Renewal of Judgment (if any)

None Entered

F. Date of This Notice 07/23/2020
G. Amount Required to Satisfy Judgment at This Date of Notice \$53,684.41

All property subject to enforcement of a Money Judgment against the Judgment Debtor to which a Judgment Lien on personal property may attach under Section 697.530 of the Code of Civil Procedure is subject to this Judgment Lien.

Declaration and Signature:

Declaration: I am a Judgment Creditor listed on the Judgment Lien.
 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Janine Jasso

07/23/2020

Sign Here

Date

EXHIBIT H

EXHIBIT H

EXHIBIT H

Exception No. 3

1 Joyce J. Kapsal (SBN: 091950)
2 Pejman D. Kharrazian (SBN: 279260)
3 EPSTEN GRINNELL & HOWELL, APC
4 10200 Willow Creek Road, Suite 100
5 San Diego, CA 92131
6 Phone: (858) 527-0111 / Facsimile: (858) 527-1531
7 jkapsal@epsten.com / pkharrazian@epsten.com

8 Attorneys for Petitioner
9 THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION
10
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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

10 THE HUNTINGTON BEACH GABLES) Case No. 2017-00962999
11 HOMEOWNERS ASSOCIATION,)
12 Petitioner,) Judge: Hon. Sherri Honer
13 v.) Dept.: C66
14 JAMIE LYNN GALLIAN,)
15 Respondent.) **NOTICE OF RULING ON PETITIONER'S**
16) **MOTION FOR AWARD OF ATTORNEYS'**
17) **FEES**
18)
19)
20) Hearing Date: March 21, 2019
21) Hearing Time: 1:30 p.m.
22) Dept.: C-66
23)
24)
25)
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28)

19 **TO RESPONDENT JAMIE L. GALLIAN AND TO HER ATTORNEY OF RECORD:**

20 **PLEASE TAKE NOTICE** that on March 21, 2019, in Department C-66 of the above
21 entitled court, Petitioner's Motion for an Award of Attorneys' Fees against Respondent
22 JAMIE LYNN GALLIAN ("Gallian") came on regularly for hearing before the Hon. Sherri
23 Honer, Judge presiding. Steven Fink, Esq. appeared for Respondent and Joyce J. Kapsal, Esq.
24 appeared for Petitioner.

25 After considering the arguments of counsel, the Court confirmed its tentative ruling
26 which became the Order of the Court. Petitioner, THE HUNTINGTON BEACH GABLES
27 HOMEOWNERS ASSOCIATION, was awarded \$9,265.00 in attorneys' fees.

28 //

1 A true and correct copy of the Court's tentative ruling, which became the Order of the
2 Court, is attached hereto as Exhibit A and incorporated herein by reference.
3

4 Dated: March 22, 2019

EPSTEN GRINNELL & HOWELL, APC

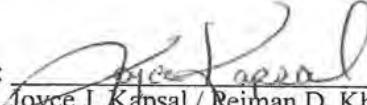
5
6 By: 
7 Joyce J. Kapsal / Rejman D. Kharrazian
8 Attorneys for Petitioner THE
9 HUNTINGTON BEACH GABLES
10 HOMEOWNERS ASSOCIATION
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EXHIBIT A

Dept C66 Law and Motion
Tentative Rulings
3/21/19

Cal #1 Huntington Beach Gables Homeowners Assoc. v. Gallian 17-00962999

Petitioner's motion for attorney fees is GRANTED. Petitioner is awarded \$9,265.00 in attorney fees.

"With respect to attorney fees, section 425.16 provides in relevant part at subdivision (c): 'If the court finds that a special motion to strike is frivolous or is solely intended to cause unnecessary delay, the court *shall* award costs and reasonable attorney's fees to a plaintiff prevailing on the motion, pursuant to Section 128.5.' (Italics added.) Thus, the imposition of sanctions for a frivolous anti-SLAPP motion is mandatory. [Citation.]" (*Moore v. Shaw* (2004) 116 Cal.App.4th 182, 198-199.)

"The reference to section 128.5 in section 425.16, subdivision (c) means a court must use the procedures and apply the substantive standards of section 128.5 in deciding whether to award attorney fees under the anti-SLAPP statute, [Citation.] ... A determination of frivolousness requires a finding the anti-SLAPP 'motion is totally and completely without merit [citation], that is, *any reasonable attorney would agree such motion is totally devoid of merit.*" (*Moore, supra*, 116 Cal.App.4th at 199, internal quotations omitted.)

Here, the court finds respondent's anti-SLAPP motion was frivolous and brought solely for delay. The untimely motion was filed 8 months after the request for restraining order had been filed and was filed on the day set for the hearing on the request for restraining order. Moreover, for the reasons stated in denying respondent's anti-SLAPP motion, any reasonable attorney would find the motion totally devoid of merit. Although the request for restraining order refers to pending litigation with respondent, the conduct sought to be restrained was alleged threatening and harassing behavior and destruction of board members' personal property. Neither vandalism nor harassment are constitutionally protected speech.

Based on a review of the breakdown of legal work provided in counsel's supplemental declaration, petitioner seeks \$10,050 for legal work related to preparing for the hearing on the restraining order, which was unrelated to opposing the anti-SLAPP motion. Additionally, petitioner billed 5 hours for attending a hearing on the anti-SLAPP motion, which could have been conducted via court call in no more than 1 hour (as was the hearing on the motion for attorney fees). Accordingly, the court finds attorney fees of \$325 to be reasonable for attending the hearing on the anti-SLAPP motion and reduces the total amount of attorney fees awarded accordingly.

Cal. #2 Orange County Transportation Authority (OCTA) v. Carrera
01026567

18-

Petitioner OCTA's unopposed motion to set aside the dismissal entered on November 20, 2018 is GRANTED.

Petitioner has demonstrated the dismissal entered on November 20, 2018 was the result of its counsel's inadvertence or excusable mistake. (Code Civ. Proc., § 473(b); Su Decl., ¶ 2.) Petitioner acted diligently in promptly moving for relief, accordingly, relief is mandatory.

Moreover, based on Nancy Su's declaration filed in support of the motion, OCTA has corrected the deficiency resulting in the OSC re dismissal initially being set. Specifically, the court scheduled the OSC due to an unexplained discrepancy between the address to which the notice of violations and the notice of intent to enter judgment were sent. Per Ms. Su's declaration, OCTA mailed the Notice of Intent to Enter Judgment to 11780 Hazeldell Dr. because it believes it is the current mailing address for respondents. (Su Decl., ¶ 3.) OCTA received this address through a skip trace after mail sent to respondents' previous address was returned. (*Id.*) The 11780 Hazeldell Dr. address is different than the address to which the 2014 Notice of Toll Evasion Violation was sent because it has been updated. (*Id.*) OCTA also provided evidence that it has not received returned mail from 11780 Hazeldell Dr. (*Id.* at ¶ 4.)

Respondents have failed to file an opposition to contest OCTA's account of the facts.

Moving party to give notice.

Cal #3 Huntington Beach Gables Homeowners Assoc. v. Gallian 17-00962999

Petitioner's motion for attorney fees is continued to 3/21/19 at 1:30 p.m. to allow for proper service. According to the proof of service, the declarant "caused" the documents to be served on respondent via email. A proof of service must be signed by the person actually serving the documents, not be someone "causing" the documents to be served. Moreover, there is no indication in the court file that respondent has agreed to accept electronic service (CCP § 1010.6(2)(A)(i)), and no email address was provided to the court when respondent filed a substitution of attorney on 12/4/18 updating her service address. (The court further notes the physical service address listed on the proof of service differs from the physical address noted in the substitution of attorney, which is the latest document filed by respondent in the action.)

In addition to continuing the motion to allow for service, the court further continues the motion to allow for the filing of detailed billing records, as it appears petitioner is seeking recovery of fees unrelated to opposing the anti-SLAPP motion. Accordingly, pursuant to *Christian Research Inst. v. Alnor* (2008) 165 Cal. App. 4th 1315, 1320, the court orders the petitioner to submit detailed billing records by 2/19/19. Assuming respondent is timely served by mail no later than 2/22/19, respondent's opposition is due 3/8/19.

POS-050/EFS-050

| | | |
|--|--|---|
| ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Joyce J. Kapsal / Pejman D. Kharrazian, Esq. FIRM NAME: EPSTEN GRINNELL & HOWELL, APC STREET ADDRESS: 10200 WILLOW CREEK ROAD, SUITE 100 CITY: SAN DIEGO TELEPHONE NO.: 858-527-0111 E-MAIL ADDRESS: jkapsal@epsten.com / pkharrazian@epsten.com ATTORNEY FOR (name): Huntington Beach Gables Homeowners Association | STATE BAR NO. 91950/ 279260 STATE: CA ZIP CODE: 92131 FAX NO. 858-527-1531 | FOR COURT USE ONLY |
| SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center | | CASE NUMBER: 2017-00962999-CU-HR-CJC |
| PLAINTIFF/PETITIONER: The Huntington Beach Gables Homeowners Association DEFENDANT/RESPONDENT: Jamie L. Gallian | | JUDICIAL OFFICER: Hon. Sherri Honer |
| PROOF OF ELECTRONIC SERVICE | | DEPARTMENT: C-66 |

1. I am at least 18 years old.
 - a. My residence or business address is (specify): 10200 Willow Creek Road, Suite 100, San Diego, CA 92131
 - b. My electronic service address is (specify): shart@epsten.com
2. I electronically served the following documents (exact titles): Notice of Ruling on Petitioner's Motion for Award of Attorneys' Fee

The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:

- a. Name of person served: Steven A. Fink

On behalf of (name or names of parties represented, if person served is an attorney):
Jamie L. Gallian

- b. Electronic service address of person served: s.fink@stevefinklaw.com

- c. On (date): March 22, 2019

The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment. (Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: March 22, 2019

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Stephanie Hart

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

Page 1 of 1

Exception No. 3 (Part 2)

RECORDING REQUESTED BY:

THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION

WHEN RECORDED MAIL TO:

THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION
Epsten Grinnell & Howell, APC
10200 Willow Creek Road, Suite 100
San Diego, CA 92131-1138

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

 103.00
* \$ R 0 0 1 0 8 1 1 4 2 8 \$ *

2019000148568 4:19 pm 05/03/19

105 417 A03 4

0.00 0.00 0.00 0.00 9.00 10.00 0.000.0075.00 3.00

Title:

ABSTRACT OF JUDGMENT

THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION

v.

JAMIE LYNN GALLIAN

30-2017-00962999-CU-HR-CJC

EJ-001

| | |
|--|--|
| ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number): After recording, return to: Joyce J. Kapsal/Pejman D. SBN: 091950/279260 EPSTEN GRINNELL & HOWELL, APC 10200 WILLOW CREEK ROAD, SUITE 100. SAN DIEGO, CA 92131 TEL NO 858-527-0111 FAX NO (optional): 858-527-1531 E-MAIL ADDRESS (Optional) jkapsal@epsten.com | |
| <input checked="" type="checkbox"/> ATTORNEY <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD | |

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS: 700 Civic Center Drive W091950/est/
MAILING ADDRESS: 700 Civic Center Drive West
CITY AND ZIP CODE: Santa Ana, CA 92701-4045
BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association
DEFENDANT: Jamie Lynn Gallian

CASE NUMBER
30-2017-00962999-CU-HR-CJC

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's Name and last known address
Jamie L. Gallian
16222 Monterey Lane, #376
Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742/CA
c. Social security no. [last 4 digits]: xx-xx-3936
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address).
Jamie L. Gallian, 16222 Monterey Lane, #376
Huntington Beach, CA 92649

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):
The Huntington Beach Gables Homeowners Association
C/o Epstein Grinnell & Howell, 10200 Willow Creek
Road, San Diego, CA 92131

Date: April 3, 2019

Joyce J. Kapsal
(TYPE OR PRINT NAME)

6. Total amount of judgment as entered or last renewed: \$ 9265.00

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): March 21, 2019
b. Renewal entered on (date):

9. This judgment is an installment judgment.



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):
04/30/2019

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$
b. In favor of (name and address):

11. A stay of enforcement has
a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.

Clerk, by

S. Wilson
, Deputy

Form Adopted for Mandatory Use
Judicial Council of California
EJ-001 (Rev July 1, 2014)

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Page 1 of 2
Code of Civil Procedure, §§ 488.480,
674, 700.160
Westlaw Doc & Form Builder

PLAINTIFF: The Huntington Beach Gables Homeowners Association
DEFENDANT: Jamie Lynn Gallian

COURT CASE NO.:
30-2017-00962999-CU-HR-CJC

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

EXHIBIT I

EXHIBIT I

EXHIBIT I

Exception No. 4

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
04/02/2019 at 09:43:37 AM
Clerk of the Superior Court
By Natasha Dorfman, Deputy Clerk

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 06 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

11 THE HUNTINGTON BEACH GABLES
12 HOMEOWNERS ASSOCIATION, a
13 California Nonprofit Mutual Benefit
Corporation,

14 Plaintiff,

15 v.

16 SANDRA L. BRADLEY, individually and
17 as Trustee of the Sandra L. Bradley Trust;
JAMIE L. GALLIAN, an individual; and
DOES 1 through 25, inclusive,

18 Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall
Dept.: C33

**[PROPOSED] JUDGMENT IN FAVOR OF
PLAINTIFF THE HUNTINGTON BEACH
GABLES HOMEOWNERS ASSOCIATION
AND AGAINST DEFENDANT JAMIE L.
GALLIAN**

Complaint Filed: April 11, 2017
First Amended Complaint filed: May 16, 2017
Trial Date: September 9, 2019

20 In this action for Breach of Governing Documents (Architectural Violations) and
21 Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint
22 on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First
23 Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on
24 February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended
25 Complaint be stricken, and on February 13, 2019 entered the default against Defendant.
26 Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables
27 Homeowners Association has presented evidence of its costs for abating the nuisance caused by
28 Defendant Gallian, as alleged in the First Amended Complaint.

1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners
2 Association for judgment against Defendant, and upon having reviewed the evidence and
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that
9 Defendant breached the Association's Governing Documents, including the "Declaration of
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,
11 conditions and restrictions which governing the properties located within the Association,
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or
14 claimed some interest in the condominium unit located within the Association commonly known
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the
18 architectural guidelines and specifications with respect to the construction of the patio cover and
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of
20 Defendant's Subject Property which encroached upon the Association's common area and
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the
28 Association's CC&Rs;

1 6. Plaintiff is further entitled to recover its costs to repair damage to the Common
2 Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing
3 extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well
4 as costs for removal of the concrete pad and landscaping repairs;

5 7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil
6 Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover
7 from Defendant its legal costs in the amount of \$10,693.22 and attorneys' fees in the amount of
8 \$178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the
9 amount of \$1,295.00;

10 8. Association as Cross-Defendant, as the prevailing party in the action and
11 pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's
12 CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of 6,050.47
13 and attorneys' fees in the amount of 120/83

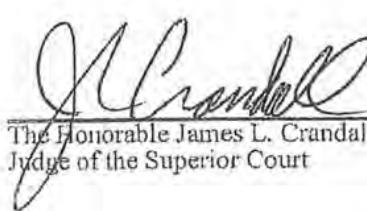
14 9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables
15 Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete
16 removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is
17 ordered to pay said sums to Plaintiff;

18 10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded
19 judgment in the total amount of \$ 315,288.59, which will accrue interest at the rate of
20 (en (10%) per annum from the date judgment is entered herein, until paid in full; and

21 11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L.
22 Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the
23 Judgment.

24 IT IS SO ORDERED.

25
26 Dated: 5-6-, 2019


The Honorable James L. Crandall
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 05/07/2019

TIME: 11:49:00 AM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 73041107

EVENT TYPE: Nunc Pro Tunc Minutes

APPEARANCES

There are no appearances by any party.

It appears to the court, the Judgment entered 05/06/2019 contained a mathematical error. Said Judgment is ordered corrected Nunc Pro Tunc as of 05/06/2019, as follows:

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full

All other portions of the judgment remain.

The clerk is ordered to give notice to plaintiff by electronic service.

Exception No. 4 (Part 2)

48

EJ-001

Recording Requested by and When Recorded Mail to
 Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260
 EPSTEN GRINNELL & HOWELL, APC
 10200 Willow Creek Road, Suite 100
 San Diego, CA 92131
 TEL NO: 858-527-0111 FAX NO. (optional): 858-527-1531
 E-MAIL ADDRESS (Optional): jkapsal@epsten.com /
 ATTORNEY JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 STREET ADDRESS: 700 Civic Center Drive West
 MAILING ADDRESS: 700 Civic Center Drive West
 CITY AND ZIP CODE: Santa Ana, CA 92701
 BRANCH NAME: Central Justice Center

PLAINTIFF: The Huntington Beach Gables Homeowners Association
 DEFENDANT: Sandra Bradley, et al.

FOR RECORDER'S USE ONLY

CASE NUMBER
30-2017-00913985-CU-CO-CJCABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian
 4476 Alderport Drive #53
 Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742 / CA

c. Social security no. [last 4 digits]: xxx-xx-3936

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
 4476 Alderport Drive #53, Huntington Beach, CA 92649

2. Information on additional judgment debtors is shown on page 2.

3. Judgment creditor (name and address):

The Huntington Beach Gables Homeowners Association
 c/o Epsten Grinnell & Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131

Date: May 8, 2019

Joyce J. Kapsal

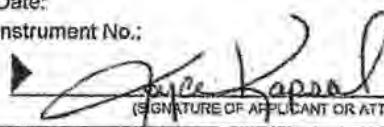
(TYPE OR PRINT NAME)

4. Information on additional judgment creditors is shown on page 2.

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
 \$ 319,653.59

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]
 b. Renewal entered on (date):

9. This judgment is an installment judgment.



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):
 May 14, 2019

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

11. A stay of enforcement has

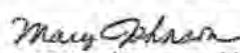
a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by



Mary M. Johnson
 Deputy

Form Adopted for Mandatory Use
 Judicial Council of California
 EJ-001 (Rev. July 1, 2014)

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Page 1 of 2
 Code of Civil Procedure, §§ 483,486,
 874, 700,190
 Westlaw Doc & Form Builder

| | |
|--|---|
| PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra Bradley, et al. | COURT CASE NO.: 30-2017-00913985-CU-CO-CJC |
|--|---|

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

[] []

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

[] []

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

[] []

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

[] []

Driver's license no. [last 4 digits] and state: Unknown

Social security no. [last 4 digits]: Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

EXHIBIT J

EXHIBIT J

EXHIBIT J

Exception No. 5

1 ELECTRONICALLY RECEIVED
2 Superior Court of California,
3 County of Orange
4 04/02/2019 at 09:43:37 AM
5 Clerk of the Superior Court
6 By Natasha Dorfman, Deputy Clerk

7 **FILED**
8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF ORANGE
10 CENTRAL JUSTICE CENTER

11 **MAY 06 2019**

12 DAVID H. YAMASAKI, Clerk of the Court

13 BY: _____ DEPUTY

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

16 THE HUNTINGTON BEACH GABLES
17 HOMEOWNERS ASSOCIATION, a
18 California Nonprofit Mutual Benefit
19 Corporation,

20 Plaintiff,

21 v.

22 SANDRA L. BRADLEY, individually and
23 as Trustee of the Sandra L. Bradley Trust;
24 JAMIE L. GALLIAN, an individual; and
25 DOES 1 through 25, inclusive,

26 Defendants.

27 CASE NO. 37-2017-00913985-CU-CO-CJC

28 Judge: James L. Crandall
Dept.: C33

PROPOSED JUDGMENT IN FAVOR OF
PLAINTIFF THE HUNTINGTON BEACH
GABLES HOMEOWNERS ASSOCIATION
AND AGAINST DEFENDANT JAMIE L.
GALLIAN

Complaint Filed: April 11, 2017
First Amended Complaint filed: May 16, 2017
Trial Date: September 9, 2019

20 In this action for Breach of Governing Documents (Architectural Violations) and
21 Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint
22 on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First
23 Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on
24 February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended
25 Complaint be stricken, and on February 13, 2019 entered the default against Defendant.
26 Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables
27 Homeowners Association has presented evidence of its costs for abating the nuisance caused by
28 Defendant Gallian, as alleged in the First Amended Complaint.

3808992v1 JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT JAMIE L. GALLIAN

1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners
2 Association for judgment against Defendant, and upon having reviewed the evidence and
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that
9 Defendant breached the Association's Governing Documents, including the "Declaration of
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,
11 conditions and restrictions which governing the properties located within the Association,
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or
14 claimed some interest in the condominium unit located within the Association commonly known
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the
18 architectural guidelines and specifications with respect to the construction of the patio cover and
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of
20 Defendant's Subject Property which encroached upon the Association's common area and
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the
28 Association's CC&Rs;

1 6. Plaintiff is further entitled to recover its costs to repair damage to the Common
2 Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing
3 extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well
4 as costs for removal of the concrete pad and landscaping repairs;

5 7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil
6 Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover
7 from Defendant its legal costs in the amount of \$10,693.12 and attorneys' fees in the amount of
8 \$178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the
9 amount of \$1,295.00;

10 8. Association as Cross-Defendant, as the prevailing party in the action and
11 pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's
12 CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$6,050.47
13 and attorneys' fees in the amount of \$120,183.

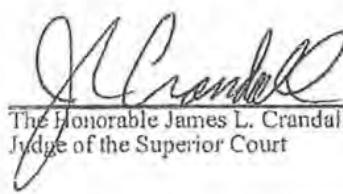
14 9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables
15 Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete
16 removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is
17 ordered to pay said sums to Plaintiff;

18 10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded
19 judgment in the total amount of \$ 315,288.59, which will accrue interest at the rate of
20 ten (10%) per annum from the date judgment is entered herein, until paid in full; and

21 11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L.
22 Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the
23 Judgment.

24 IT IS SO ORDERED.

25
26 Dated: 5-6-, 2019


The Honorable James L. Crandall
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MINUTE ORDER

DATE: 05/07/2019

TIME: 11:49:00 AM

DEPT: C33

JUDICIAL OFFICER PRESIDING: James Crandall

CLERK: P. Rief

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: None

CASE NO: 30-2017-00913985-CU-CO-CJC CASE INIT.DATE: 04/11/2017

CASE TITLE: The Huntington Beach Gables Homeowners Association vs. Bradley

CASE CATEGORY: Civil - Unlimited CASE TYPE: Contract - Other

EVENT ID/DOCUMENT ID: 73041107

EVENT TYPE: Nunc Pro Tunc Minutes

APPEARANCES

There are no appearances by any party.

It appears to the court, the Judgment entered 05/06/2019 contained a mathematical error. Said Judgment is ordered corrected Nunc Pro Tunc as of 05/06/2019, as follows:

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the total amount of \$316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full

All other portions of the judgment remain.

The clerk is ordered to give notice to plaintiff by electronic service.

Exception No. 5 (Part 2)

EJ-001

Recording Requested by and When Recorded Mail to
Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260
EPSTEIN GRINNELL & HOWELL, APC
10200 Willow Creek Road, Suite 100
San Diego, CA 92131
TEL NO: 858-527-0111 FAX NO (optional): 858-527-1531
E-MAIL ADDRESS (Optional): jkapsal@epsten.com /
 ATTORNEY FOR JUDGMENT CREDITOR ASSESSOR OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS: 700 Civic Center Drive West
MAILING ADDRESS: 700 Civic Center Drive West
CITY AND ZIP CODE: Santa Ana, CA 92701
BRANCH NAME: Central Justice Center

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder

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FOR RECORDER'S USE ONLY

CASE NUMBER:
30-2017-00913985-CU-CO-CJC

PLAINTIFF: The Huntington Beach Gables Homeowners Association
DEFENDANT: Sandra Bradley, et al.

ABSTRACT OF JUDGMENT—CIVIL
AND SMALL CLAIMS

Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:
a. Judgment debtor's Name and last known address
Jamie L. Gallian
4476 Alderport Drive #53
Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742 / CA Unknown
c. Social security no. [last 4 digits]: xxx-xx-3936 Unknown
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):
4476 Alderport Drive #53, Huntington Beach, CA 92649

2. Information on additional judgment debtors is shown on page 2.
3. Judgment creditor (name and address):

The Huntington Beach Gables Homeowners Association
c/o Epstein Grinnell & Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131

Date: May 8, 2019

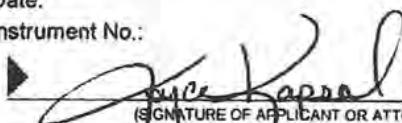
Joyce J. Kapsal

(TYPE OR PRINT NAME)

4. Information on additional judgment creditors is shown on page 2.

5. Original abstract recorded in this county:

a. Date:
b. Instrument No.:



(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed: \$ 319,653.59
7. All judgment creditors and debtors are listed on this abstract.
8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]
b. Renewal entered on (date):

9. This judgment is an installment judgment.



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):
May 14, 2019

10. An execution lien attachment lien is endorsed on the judgment as follows:
a. Amount: \$
b. In favor of (name and address):

11. A stay of enforcement has
a. not been ordered by the court.
b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.
b. A certified copy of the judgment is attached.

Clerk, by



Mary M. Johnson
. Deputy

| | |
|--|--|
| PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra Bradley, et al. | COURT CASE NO. 30-2017-00913985-CU-CO-CJC |
|--|--|

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

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|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

| | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> |

Driver's license no. [last 4 digits] and state:

Unknown

Social security no. [last 4 digits]:

Unknown

Summons was personally served at or mailed to (address):

20. Continued on Attachment 20.

EXHIBIT K

EXHIBIT K

EXHIBIT K

Exception No. 6

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Orange
04/02/2019 at 09:43:37 AM
Clerk of the Superior Court
By Natasha Dorfman, Deputy Clerk

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAY 06 2019

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES
HOMEOWNERS ASSOCIATION, a
California Nonprofit Mutual Benefit
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and
as Trustee of the Sandra L. Bradley Trust;
JAMIE L. GALLIAN, an individual; and
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall
Dept.: C33

~~PROPOSED~~ JUDGMENT IN FAVOR OF
PLAINTIFF THE HUNTINGTON BEACH
GABLES HOMEOWNERS ASSOCIATION
AND AGAINST DEFENDANT JAMIE L.
GALLIAN

Complaint Filed: April 11, 2017
First Amended Complaint filed: May 16, 2017
Trial Date: September 9, 2019

In this action for Breach of Governing Documents (Architectural Violations) and
Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint
on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First
Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on
February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended
Complaint be stricken, and on February 13, 2019 entered the default against Defendant.
Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables
Homeowners Association has presented evidence of its costs for abating the nuisance caused by
Defendant Gallian, as alleged in the First Amended Complaint.

1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners
2 Association for judgment against Defendant, and upon having reviewed the evidence and
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that
9 Defendant breached the Association's Governing Documents, including the "Declaration of
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,
11 conditions and restrictions which governing the properties located within the Association,
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or
14 claimed some interest in the condominium unit located within the Association commonly known
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the
18 architectural guidelines and specifications with respect to the construction of the patio cover and
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of
20 Defendant's Subject Property which encroached upon the Association's common area and
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the
28 Association's CC&Rs;

1 6. Plaintiff is further entitled to recover its costs to repair damage to the Common
2 Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing
3 extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well
4 as costs for removal of the concrete pad and landscaping repairs;

5 7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil
6 Code section 5975(c) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover
7 from Defendant its legal costs in the amount of \$10,693.2 and attorneys' fees in the amount of
8 \$178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the
9 amount of \$1,295.00; ~~X~~

10 8. Association as Cross-Defendant, as the prevailing party in the action and
11 pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the Association's
12 CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$6,050.47
13 and attorneys' fees in the amount of \$120.83

14 9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables
15 Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete
16 removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is
17 ordered to pay said sums to Plaintiff;

18 10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded
19 judgment in the total amount of \$316,583.59, which will accrue interest at the rate of
20 ten (10%) per annum from the date judgment is entered herein, until paid in full; and

21 11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L.
22 Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the
23 Judgment.

24 **IT IS SO ORDERED.**

25
26 Dated: 5-6- 2019

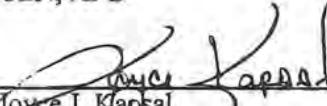
27
28
The Honorable James L. Crandall
Judge of the Superior Court

1 **NOTICE IS HEREBY GIVEN** that Judgment Creditor hereby withdraws and rescinds
2 the second Abstract of Judgment (*only the second*) which was recorded on May 16, 2019, at
3 3:10 p.m., in the official records in the Office of the Recorder of Orange County, California, as
4 Document No. 201900016608. *The Abstract of Judgment recorded in the Office of the County*
5 *Recorder of Orange County on May 16, 2019, at 12:56 p.m. as Document No. 201900016259*
6 *is to remain in full force and effect.*

7 **NOTICE IS FURTHER GIVEN** that the Abstract of Judgment recorded in the Office
8 of the County Recorder of Orange County, on May 16, 2019, at 12:56 p.m. as Document No.
9 201900016259 is still valid, enforceable, and secures as a lien against any and all real property
10 owned by Defendant-Judgment Debtor JAMIE L. GALLIAN, which is located within the
11 County of Orange, which was levied upon as a result of the recording of the Abstract of
12 Judgment.

13 Dated: August 20, 2020

EPSTEN, APC

14 By: 

15 Joyce J. Kapsal
16 Attorneys for Plaintiff Judgment Creditor
17 THE HUNTINGTON BEACH GABLES
18 HOMEOWNERS ASSOCIATION

1
2 A Notary Public or other officer completing this certificate verifies only the identity of
3 the individual who signed the document to which this certificate is attached, and not the
truthfulness, accuracy, or validity of that document.

4 STATE OF CALIFORNIA)

5 COUNTY OF SAN DIEGO)

6 On August 20, 2020, before me, Olivia M. Castro, Notary Public, personally
7 appeared Joyce J. Kapsal, who proved to me on the basis of satisfactory evidence to be the
8 person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
9 that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
10 his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which
the person(s) acted, executed the instrument.

11 I certify under PENALTY OF PERJURY under the laws of the State of California that
12 the foregoing paragraph is true and correct.

13
14 WITNESS my hand and official seal.

15 Olivia M. Castro

16 Notary Public



Title Chain & Lien Report

16222 Monterey Ln, Huntington Beach, CA 92649-6214

APN: 178-011-16

Orange County Data as of: 08/03/2020

| Search Start Date: | 01/01/1967 | Start Date: | 01/01/1967 | |
|--------------------|---------------------------------|-------------------|--------------------|------------|
| Search End Date: | 08/19/2020 | End Date: | 08/19/2020 | |
| Date | Type | Grantor | Grantee | Document # |
| 10/22/1979 | Lease | Warmington Robert | Robert P Warmingto | 13362.317 |
| 10/22/1979 | Lease | Houser Bros | Warmington Robert | 13362.320 |
| 11/06/1979 | Cancellation | Houser Bros | | 13383.1868 |
| 12/06/1979 | Lease | Houser Bros | Warmington Robert | 13424.499 |
| 12/06/1979 | Lease | Warmington Robert | Robert P Warmingto | 13424.504 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1096 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1130 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1166 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1202 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1232 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1268 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1304 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1340 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1099 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1133 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1169 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1205 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1235 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1271 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1307 |
| 09/02/1980 | Plat, County Miscellaneous Plat | | | 13726.1343 |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.192 |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.272 |
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.195 |

| | | | | | |
|--------------|---------------------------------|--------------------|-------------------|-------------|--------|
| 09/08/1980 | Plat, County Miscellaneous Plat | | | 13733.275 | |
| 09/26/1980 | Plat, County Miscellaneous Plat | | | 13760.957 | |
| 10/03/1980 | Release | | | 13773.4 | |
| 10/03/1980 | Release | | | 13773.7 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1726 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1779 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1729 | |
| 10/10/1980 | Plat, County Miscellaneous Plat | | | 13783.1782 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1775 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1828 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1778 | |
| 10/14/1980 | Plat, County Miscellaneous Plat | | | 13787.1831 | |
| 10/17/1980 | Plat, County Miscellaneous Plat | | | 13793.949 | |
| 10/17/1980 | Plat, County Miscellaneous Plat | | | 13793.952 | |
| 07/06/1990 | Deed | Houser Bros | Houser Bros | 1990.357100 | |
| 07/06/1990 | Deed Of Trust | Houser Bros | Union Bank | 1990.357101 | 342851 |
| ▲ 07/21/1997 | Amendment | Houser Bros | | 1997.342851 | |
| 10/06/1993 | Deed | Malmborg Jack N & | Malmborg Jack N & | 1993.678726 | |
| 10/08/1993 | Declaration Of Homestead | Sullivan John L | | 1993.686386 | |
| 01/27/1994 | Declaration Of Homestead | Gibbons Robert L | | 1994.66495 | |
| 07/13/1994 | Declaration Of Homestead | Hunn Nancy C | | 1994.451177 | |
| 01/28/1997 | Declaration Of Homestead | Rounds Royal E | | 1997.40615 | |
| 07/31/1998 | Reconveyance | | | 1998.499256 | |
| 06/19/2000 | Declaration Of Homestead | Newton Carol A | | 2000.321481 | |
| 08/23/2007 | Declaration Of Homestead | Moomau Linda Charl | | 2007.523219 | |
| 09/15/2014 | Declaration Of Homestead | Radzinski Linda M | | 2014.372099 | |
| 05/22/2017 | Declaration Of Homestead | Vanzy Yvonne H | | 2017.208348 | |

Liens, Filings & Judgments

16222 Monterey Ln, Huntington Beach, CA 92649-6214

Search Start Date: 01/01/1967 Name(s) Searched: Houser Bros Co, Houser Bros Co Trust
 Search End Date: 08/19/2020 Match: Exact

| Date | Type | Subject Name | Document # | Doc Ref. |
|------|------|--------------|------------|----------|
| | | | | |

| | | | |
|--------------|---|-----------------|--------------------|
| 06/10/1971 | Certificate Of Partnership | Houser | 9672.175 |
| 07/31/1972 | Certificate Of Partnership | Houser Bros | 10251.992 |
| 08/17/1976 | Amendment | Houser | 11854.900 |
| 09/23/1980 | Plat, County Miscellaneous Plat | Houser Bros | 13754.281 |
| 09/23/1980 | Plat, County Miscellaneous Plat | Houser Bros | 13754.291 |
| 11/04/1983 | Lien | Houser Bros | 1983.499211 282543 |
| ^ 07/31/1985 | Release | Houser Bros | 1985.282543 |
| 05/02/1989 | Amendment | Houser | 1989.232116 |
| 07/06/1990 | Deed Of Trust | Houser Bros | 1990.357101 342851 |
| ^ 07/21/1997 | Amendment | | 1997.342851 |
| 07/09/1990 | Certificate Of Partnership | Houser Bros | 1990.361236 |
| 07/31/1998 | Reconveyance | | 1998.499256 |
| 11/09/2004 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros CX | 2004.1008431 |
| 11/09/2004 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros CX | 2004.1008432 |
| 04/03/2006 | State Tax Lien | Houser Brothers | 2006.219506 409646 |
| ^ 07/30/2009 | Release | Houser Brothers | 2009.409646 |
| 12/03/2008 | State Tax Lien | Houser Brothers | 2008.557266 409647 |
| ^ 07/30/2009 | Release | Houser Brothers | 2009.409647 |
| 07/01/2009 | Release | Houser Brothers | 2009.347624 |
| 12/03/2010 | State Tax Lien | Houser Brothers | 2010.652383 157636 |
| ^ 03/28/2011 | Release | Houser Brothers | 2011.157636 |
| 06/14/2011 | Release | Houser | 2011.290442 |
| 12/06/2011 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros | 2011.636007 |
| 12/06/2011 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros | 2011.636008 |
| 11/07/2014 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2014.469087 |
| 11/07/2014 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2014.469088 |
| 11/08/2016 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2016.564698 |
| 11/19/2019 | Certificate Of Delinquency Of Personal Property Tax | Houser Bros Co | 2019.480966 8699 |
| ^ 01/08/2020 | Release | Houser Bros Co | 2020.8699 |

RECORDED REQUESTED BY AND
WHEN RECORDED RETURN TO:

The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714

32442

\$5.00

BK 13362 PG 317

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
2014 M. OCT 22 1979
LEE A. BRANCH, County Recorder

Space Above This Line for Recorder's Use Only

GROUND SUBLICENSE
(SHORT FORM-MEMORANDUM)

THIS GROUND SUBLICENSE (SHORT FORM-MEMORANDUM) is made this
19th day of October, 1979, by and between ROBERT P.
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.
a California Corporation (hereinafter "Tenant"), upon the following
terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property
(the "leased land") located in the City of Huntington Beach, County of
Orange, State of California, which leased land is described on
Exhibit "A" attached hereto and made a part hereof, at the rental and
upon all of the terms and conditions set forth in that certain unrecorded
Ground Sublease of even date between Landlord and Tenant which is
incorporated herein by this reference.

2. The Property is leased for a term of eighty (80) years,
commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease
provides, among other things, that it shall terminate as to the real
property covered by a Consumer Sublease (as defined in said incorporated
Ground Sublease) upon the commencement of the term of such Consumer
Sublease.

3. The aforementioned incorporated Ground Sublease provides,
among other things, that the Tenant shall pay all taxes, general and
special assessments and other charges which, during the term of this
lease, may be levied upon or assessed against the leased land and all
interests therein.

4. The aforementioned incorporated Ground Sublease also
provides, among other things, that Tenant shall not encumber, assign or
otherwise transfer said Sublease, or sublet the whole or any part of
the leased land without the prior written consent and approval of
Landlord, except as otherwise expressly permitted in said incorporated
Ground Sublease.

5. Landlord hereby irrevocably makes, constitutes and
appoints Tenant as Landlord's true and lawful attorney for him and
in his name, place and stead and for his use and benefit to exercise
any or all of the following powers as to the leased land, any interest
therein and/or any building or other improvement thereon: To undertake
any and all construction activities on or in connection with the leased
land and to execute on behalf of Landlord if Landlord has not executed
the same, as provided and within the time period set forth in said
incorporated Ground Sublease, any map, permit, application, survey,
report, approval, easement deed or other documents as are necessary or
convenient to obtain the required approvals, permits or other action of
the City of Huntington Beach, the County of Orange, California, and

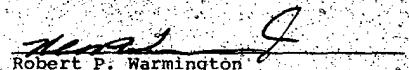
BK 13362 PG 318

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

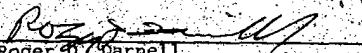
IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form-Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:


Robert P. Warmington

TENANT:

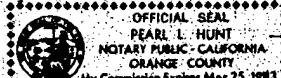
The Robert P. Warmington Co.,
a California Corporation

By 
Roger D. Darnell
Vice President

STATE OF CALIFORNIA) ss:
COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

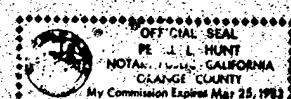



Pearl L. Hunt

STATE OF CALIFORNIA) ss:
COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROGER D. DARNELL, known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



-2-

BK 13362 PG 319

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

~~RECORDED~~ D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BK 13362 PG. 320

The Robert P. Warmington Co. 32443
1659 Hale Avenue
Irvine, California 92714
Attention: Roger D. Dhrnell \$6.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:01AM OCT 22 1979
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

GROUND LEASE

(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made this 19th day of October, 1979, by and between HOUSER BROS. CO., a limited partnership, organized and existing under the laws of the State of California (hereinafter "Landlord"), and ROBERT P. WARMINGTON, a married man (hereinafter "Tenant"), upon the following terms and conditions:

WITNESSETH:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described in Exhibit A attached hereto and made a part hereof, at the rental and upon all the terms and conditions set forth in that certain unrecorded ground lease of even date between Landlord and Tenant which is incorporated herein by this reference.

2. The property is leased for a term of eighty (80) years, commencing as of the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter. The aforementioned incorporated ground lease provides, among other things, that it shall terminate as to the real property covered by a Residential Lease (as defined in said incorporated ground lease) upon the commencement of the term of such Residential Lease, but not as to the real property covered by a Consumer Sublease or Affiliate Sublease (as defined in said incorporated ground lease).

3. The aforementioned incorporated ground lease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated ground lease.

-1-

BK 13362 PG 321

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any and all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits, or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser,
General Partner

By Vernon F. Houser
Vernon F. Houser,
General Partner

"Landlord"

Robert P. Warmington
Robert P. Warmington

"Tenant"

BK 13362 P8 322

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

"EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

EXHIBIT "A"

BK 13362 PG. 323

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of OCTOBER, 1979, before me, a Notary Public, personally appeared Clifford C. Houser and Vernon F. Houser, known to be to be the general partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal:

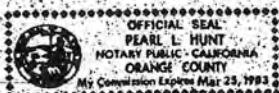


Christine Anne Belmonte
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of October, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert P. Warrington, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal:



Pearl L. Hunt
Notary Public in and for said
County and State

-3-

RECORDED DE

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The Robert P. Warmington Co.
16592 Hale Avenue
Irvine, California 92714
Attention: Roger D. Darnell.

8346

BK 13362 PG 320

32443

\$6.00

BK 13424 PG 490

\$7.00
C1

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:01 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

GROUND LEASE

(SHORT FORM - MEMORANDUM)

8:25 PM DEC 6 1979

LEE A. BRANCH, County Recorder

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made this 19th day of October, 1979, by and between ROUSER BROS. CO., a limited partnership, organized and existing under the laws of the State of California (hereinafter "Landlord"), and ROBERT P. WARMINGTON, a married man (hereinafter "Tenant"), upon the following terms and conditions:

W I T N E S S E T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described in Exhibit A attached hereto and made a part hereof, at the rental and upon all the terms and conditions set forth in that certain unrecorded ground lease of even date between Landlord and Tenant which is incorporated herein by this reference.

2. The property is leased for a term of eighty (80) years, commencing as of the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter. The aforementioned incorporated ground lease provides, among other things, that it shall terminate as to the real property covered by a Residential Lease (as defined in said incorporated ground lease) upon the commencement of the term of such Residential Lease, but not as to the real property covered by a Consumer Sublease or Affiliate Sublease (as defined in said incorporated ground lease).

3. The aforementioned incorporated ground lease provides, among other things, that Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated ground lease.

-1-

BK 13362 PG 321

BK 13424 PG 500

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any and all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with the leased land and to execute on behalf of Landlord if Landlord has not executed the same, as provided and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California
limited partnership by its
general partners

By Clifford C. Houser
Clifford C. Houser,
General Partner

By Vernon F. Houser
Vernon F. Houser,
General Partner

Landlord
Robert P. Warmington
Tenant

BK 13362 PG 322

BK 13424 PG 501

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet there-of appurtenant to Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

**THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION
OF PARCEL A.

EXHIBIT "A"

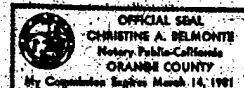
BK 13362 PG 323

BK 13424 PG 502

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On this 19th day of OCTOBER, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon P. Houser, known to be to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal.

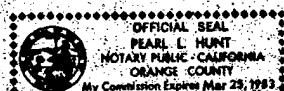


Christine Anne Belmonte
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.

On this 19th day of October, 1979, before me, the
undersigned, a Notary Public in and for said State, person-
ally appeared Robert P. Warmington, known to me to be the
person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Pearl L. Hunt
Notary Public in and for said
County and State

-3-

Form 1003 (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF Orange } BK 13424 PG 503
On _____ before me, the undersigned, a Notary Public in and for
said State, personally appeared,
Clifford G. Houser and Vernon F. Houser,

Known to me to be all of the parties of the partnership
that executed the within instrument and acknowledged to me that
such partnership executed the same.

WITNESS my hand and official seal.

Signature Kerry K. Hoffman
Kerry K. Hoffman
Name (Typed or Printed) _____

OFFICIAL SEAL
KERRY K. HOFFMAN
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My Commission Expires Oct 25, 1983

(This area for official notarial seal)

Form 1003 (Individual) First American Title Company

STATE OF CALIFORNIA
COUNTY OF Orange }
On December 6, 1979 before me, the undersigned, a Notary Public in and for
said State, personally appeared,
Robert P. Warmington,

Known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same.

WITNESS my hand and official seal.

Signature Pearl L. Hunt
Pearl L. Hunt
Name (Typed or Printed) _____

OFFICIAL SEAL
PEARL L. HUNT
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY
My Commission Expires Mar 25, 1983

(This area for official notarial seal)

8347 BK 13362 PG 317
32442 BK 13424 PG 504

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:
The Robert P. Warmington Co.
16592 Halg Avenue
Irvine, California 92714

RECORDED AT REQUEST ON FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA
8:01 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

\$5.00
\$6.00
C1

Space Above This Line for Recorder's Use Only

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INS. CO.

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

3:25 PM DEC 8 1979

THIS GROUND SUBLICENSE (SHORT FORM-MEMORANDUM) is made this
19th day of October, 1979, by and between ROBERT P.
WARMINGTON (hereinafter "Landlord") and THE ROBERT P. WARMINGTON CO.,
a California Corporation (hereinafter "Tenant"), upon the following
terms and conditions:

WITNESSETH:

1. Landlord leases to Tenant that certain real property
(the "Leased Land") located in the City of Huntington Beach, County of
Orange, State of California, which leased land is described on
Exhibit "A" attached hereto and made a part hereof, at the rental and
upon all of the terms and conditions set forth in that certain unrecorded
Ground Sublease of even date between Landlord and Tenant which is
incorporated herein by this reference.

2. The Property is leased for a term of eighty (80) years,
commencing as of October 19, 1979 and ending October 18, 2059. The aforementioned incorporated Ground Sublease
provides, among other things, that it shall terminate as to the real
property covered by a Consumer Sublease (as defined in said incorporated
Ground Sublease) upon the commencement of the term of such Consumer
Sublease.

3. The aforementioned incorporated Ground Sublease provides,
among other things, that the Tenant shall pay all taxes, general and
special assessments and other charges which, during the term of this
lease, may be levied upon or assessed against the leased land and all
interests therein.

4. The aforementioned incorporated Ground Sublease also
provides, among other things, that Tenant shall not encumber, assign or
otherwise transfer said Sublease, or sublet the whole or any part of
the leased land without the prior written consent and approval of
Landlord, except as otherwise expressly permitted in said incorporated
Ground Sublease.

5. Landlord hereby irrevocably makes, constitutes and
appoints Tenant as Landlord's true and lawful attorney for him and
in his name, place and stead and for his use and benefit to exercise
any or all of the following powers as to the leased land, any interest
therein and/or any building or other improvement thereon: To undertake
any and all construction activities on or in connection with the leased
land and to execute on behalf of Landlord if Landlord has not executed
the same, as provided and within the time period set forth in said
incorporated Ground Sublease, any map, permit, application, survey,
report, approval, easement deed or other documents as are necessary or
convenient to obtain the required approvals, permits or other action of
the City of Huntington Beach, the County of Orange, California, and

BK 13362 PG 318
BK 13424 PG 505

other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated Ground Sublease, giving and granting unto his said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as he might or could do if personally present, hereby ratifying all that his said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the Ground Sublease incorporated herein, the terms of said incorporated Ground Sublease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form Memorandum of Ground Sublease to be duly executed as of the day and year first above written.

LANDLORD:


Robert P. Warmington

TENANT:

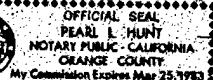
The Robert P. Warmington Co.,
a California Corporation

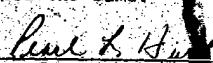
By 
Roger D. Darnell
Vice President

STATE OF CALIFORNIA ss:
COUNTY OF ORANGE)

On October 19, 1979, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT P. WARMINGTON known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

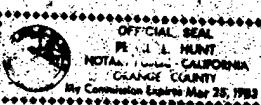


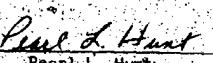

Pearl L. Hunt

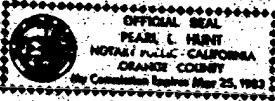
STATE OF CALIFORNIA ss:
COUNTY OF ORANGE)

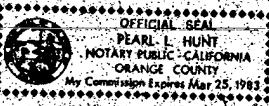
On October 19, 1979, before me, the undersigned, Notary Public in and for said State, personally appeared ROGER D. DARNELL known to me to be the Vice President of the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

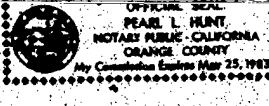
WITNESS my hand and official seal.




Pearl L. Hunt



STATE OF CALIFORNIA
COUNTY OF Orange } BK 13424 PG 506
On December 6, 1979 before me, the undersigned, a Notary Public in and for
said State, personally appeared
Robert P. Warrington
known to me to be the person whose name is
subscribed to the within instrument and acknowledged to me
that he executed the same
WITNESS my hand and official seal:

Signature Pearl L. Hunt
Name (Typed or Printed) PEARL L. Hunt
(This area for official notarial seal)

STATE OF CALIFORNIA
COUNTY OF Orange }
On December 6, 1979 before me, the undersigned, a Notary Public in and for
said State, personally appeared Roger D. Darnall
known to me to be the Vice President of the corporation that executed the within instrument,
and known to me to be the person who executed the within
instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its bylaws or a resolution of its board of
directors.
WITNESS my hand and official seal:

Signature Pearl L. Hunt
Name (Typed or Printed) PEARL L. Hunt
(This area for official notarial seal)

BK 13424 PG 507

BK 13362 PG 319

EXHIBIT "A"

PARCEL A: Tract No. 10542, as shown on a Map recorded in book 456, pages 49 and 50 of Miscellaneous Maps, records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

****THIS DOCUMENT IS RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION
OF PARCEL A.**

EXHIBIT "A"

RECORDED REQUESTED BY
AND WHEN RECORDED MAIN TO:

BK 13362 PG. 320

The Robert P. Warmington Co. 32443
1659 Hale Avenue
Irvine, California 92714
Attention: Roger D. Darnell

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:01 A.M. OCT 22 1979
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only.)

GROUND LEASE

(SHORT FORM - MEMORANDUM)

THIS GROUND LEASE (SHORT FORM - MEMORANDUM) is made this 19th day of October, 1979, by and between HOUSER BROS. CO., a limited partnership, organized and existing under the laws of the State of California (hereinafter "Landlord"), and ROBERT P. WARMINGTON, a married man (hereinafter "Tenant"); upon the following terms and conditions:

W I T N E S S E S T H:

1. Landlord leases to Tenant that certain real property (the "leased land") located in the City of Huntington Beach, County of Orange, State of California, which leased land is described in Exhibit A attached hereto and made a part hereof, at the rental and upon all the terms and conditions set forth in that certain unrecorded ground lease of even date between Landlord and Tenant which is incorporated herein by this reference.

2. The property is leased for a term of eighty (80) years, commencing as of the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter. The aforementioned incorporated ground lease provides, among other things, that it shall terminate as to the real property covered by a Residential Lease (as defined in said incorporated ground lease) upon the commencement of the term of such Residential Lease, but not as to the real property covered by a Consumer Sublease or Affiliate Sublease (as defined in said incorporated ground lease).

3. The aforementioned incorporated ground lease provides, among other things, that the Tenant shall pay all taxes, general and special assessments and other charges which, during the term of this lease, may be levied upon or assessed against the leased land and all interests therein.

4. The aforementioned incorporated ground lease also provides, among other things, that Tenant shall not encumber, assign or otherwise transfer said lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, except as otherwise expressly permitted in said incorporated ground lease.

-1-

BK 13362 PG 321

5. Landlord hereby irrevocably makes, constitutes and appoints Tenant as Landlord's true and lawful attorney for it and in its name, place and stead and for its use and benefit to exercise any or all of the following powers as to the leased land, any interest therein and/or any building or other improvement thereon: To undertake any and all construction activities on or in connection with, the leased land and to execute on behalf of Landlord, if Landlord has not executed the same, as provided, and within the time period set forth in said incorporated ground lease, any map, permit, application, survey, report, approval, easement deed or other documents as are necessary or convenient to obtain the required approvals, permits or other action of the City of Huntington Beach, the County of Orange, California, and other governmental and quasi governmental authorities, including public utilities, for the development of the leased land in the manner contemplated by said incorporated ground lease, giving and granting unto its said attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the leased land as fully to all intents and purposes as it might or could do if personally present, hereby ratifying all that its said attorney shall lawfully do or cause to be done by virtue of these presents. It is expressly agreed and understood that the foregoing power of attorney is coupled with an interest.

6. Should there be any inconsistency between the terms of this instrument and the ground lease incorporated herein, the terms of said incorporated ground lease shall prevail.

IN WITNESS WHEREOF, each of the parties hereto has caused this Short Form - Memorandum of Lease to be duly executed as of the day and year first above written.

HOUSER BROS. CO., a California limited partnership by its general partners

By Clifford C. Houser
Clifford C. Houser,
General Partner

By Vernon F. Houser
Vernon F. Houser,
General Partner

Landlord

Robert P. Warmington

Tenant

BK 13362 PG 322

EXHIBIT "A"

PARCEL A: Parcel 1 as per Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California.

EXCEPTING and reserving a non-exclusive easement for ingress and egress within and upon the Westerly 30.00 feet thereof appurtenant to Parcel 2 as Per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California within the private street known as "Monterey Lane".

PARCEL B: A non-exclusive easement for ingress and egress within and upon an area 30.00 feet in width within the private street known as "Monterey Lane", within Parcel 2 as per Map recorded in Book 108, Pages 47 and 48, inclusive, Official Records of Orange County, California the Easterly boundary of which shall be Co-Terminus with the Westerly boundary of said Parcel 1.

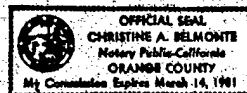
EXHIBIT "A"

BK 13362 PG. 323

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of OCTOBER, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon F. Houser, known to be to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal:

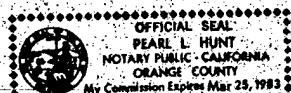


Christine Anne Belmonte
Notary Public in and for said
County and State

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.

On this 19th day of October, 1979, before me, the
undersigned, a Notary Public in and for said State, person-
ally appeared Robert P. Warmington, known to me to be the
person whose name is subscribed to the within instrument,
and acknowledged to me that he executed the same.

WITNESS my hand and official seal:



Pearl L. Hunt
Notary Public in and for said
County and State

-3-

RECORDED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

ROBERT P. WARMINGTON
16592 Hale Avenue
Irvine, California 92714

\$5.00

SK 13383 PG 1868

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
8:01 A.M. NOV 6 1979
LEE A. BRANCH, County Recorder

(Space above line for Recorder's use only)

COVENANT RUNNING WITH THE LAND

THIS INSTRUMENT is made this 19th day of October,
1979, by HOUSER BROS. CO., a California limited partnership
("Houser") whose sole general partners are Clifford C.
Houser and Vernon F. Houser.

RECITALS

A. Houser is the owner of certain real property in the City of Huntington Beach, County of Orange, State of California, described as Parcels 1 and 2 as shown on a Parcel Map recorded in Book 108, Pages 47 and 48, inclusive, of Parcel Maps in the Office of the County Recorder of said County (hereinafter "Parcel 1" and "Parcel 2" respectively).

B. Concurrently herewith, Houser is leasing Parcel 1 to ROBERT P. WARMINGTON, a married man ("Warmington") by a Ground Lease of even date herewith (the "Ground Lease"), a memorandum of which is being recorded concurrently or substantially concurrently with this instrument.

C. Pursuant to the Ground Lease, Warmington may use Parcel 1 to develop thereon single-family residences or condominiums. The Ground Lease further provides that access to Parcel 1 from Edinger Avenue (the abutting public street) is to be had over a portion of Monterey Lane, a private street located on right-of-way easements on either side of the southerly boundary of Parcel 1 with Parcel 2. The maintenance of the portion of Monterey Lane as to which Warmington (and the residents of homes or condominiums to be built by Warmington on Parcel 1) has easement rights is the responsibility of Houser as Landlord under the Ground Lease as provided therein.

D. It is the intention of Houser and Warmington that Houser's obligations under the Ground Lease also run with and bind a portion of Parcel 2 and the successive owners thereof as described in this instrument.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, including without limitation, Warmington's execution of the Ground Lease, Houser hereby covenants, declares and agrees that Houser's obligations as

BK 13383 PG 1869

Landlord concerning Monterey Lane as set forth in Section 7.9 of the unrecorded Option Agreement between Landlord and Tenant, as optionor and optionee respectively, which pre- ceded the execution of the Ground Lease, hereby incorporated herein by reference, are also covenants running with the portion of Parcel 2 described by extending the southerly boundary of Parcel 1 parallel to Edinger Avenue to the westerly boundary of Parcel 2, and every portion of the area so described (the "Covenant Area"), and shall bind the Covenant Area, Houser and Houser's heirs, assigns, representatives and successors in interest for the benefit of Warmington and the leasehold estate in Parcel 1 under the Ground Lease and any portions into which it may be divided, by Residential Leases (as defined in the Ground Lease) or otherwise. In the event of a breach of the foregoing covenants, or any of them, Warmington may seek any remedy available at law or in equity, including without limitation an action seeking damages, to seek specific enforcement thereof, or to enjoin the breach or continued breach thereof. It is specifically understood that any of the foregoing remedies may be employed at the option of Warmington, and the failure to do so upon any one or more of any such breach shall not be a waiver of the right to employ any of such remedies upon the continuance of such breach or any subsequent breach. As used in the foregoing, "Warmington" shall include any of Warmington's heirs, successors or representatives as well as any assignee or sublessee of Warmington's leasehold estate under the Ground Lease in Parcel 1 or any portion into which it may be divided and any lessee under a Residential Lease, Consumer Sublease or Affiliate Sublease (as defined in the Ground Lease); provided, however, lessees under such Residential Leases and sublessees under such Consumer Subleases shall not have the right to enforce such covenant except on the majority vote of the association of such lessees or sublessees formed by Warmington to manage Parcel 1. If Warmington or such lessees under such Residential Leases acquire the fee interest in all or a portion of Parcel 1, the benefit of the covenant described above shall run in favor of such fee interests and their successors therein, but subject to the same restriction concerning enforceability by residents of Parcel 1 set forth above. Nothing herein shall relieve Warmington or lessees under such Residential Leases or sublessees under such Consumer Subleases from their obligations to pay for a share in the maintenance of the portion of Monterey Lane used to gain access to Parcel 1.

IN WITNESS WHEREOF, Houser has executed this instrument on the day and year first above written.

HOUSER BROS. CO., a California limited partnership by its general partners

By Clifford C. Houser
Clifford C. Houser

By Vernon F. Houser
Vernon F. Houser

BK 13383 PG 1870

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On this 19th day of October, 1979,
before me, a Notary Public, personally appeared Clifford C.
Houser and Vernon F. Houser, known to me to be the general
partners of the partnership that executed the within instru-
ment, and acknowledged to me that such partnership executed
the same.

WITNESS my hand and official seal.



Christine A. Belmonte
Notary Public in and for said
County and State

Units 1, 2, 3 and 4 of Lot 2 of the following:

All that certain land situated in the State of California, County of Orange, City of Huntington Beach, described as follows:

Proposed Tract No. 10542, being a subdivision of the following:

A portion of the northeast one quarter (1/4) of the northwest one quarter (1/4) of Section 20, Township 5 south, Range 11 west, in the Rancho Las Bolsa Chica, as shown on a map recorded in book 51, page 13 of Miscellaneous Maps, records of said Orange County, being described as follows:

Parcel 1 of a map filed in book 108, page 48 of Parcel Maps.

NOTICE OF COMPLIANCE WITH CONDITIONS ON TRACT
AUTHORIZATION FOR RELEASE FOR RECORDING

TO: City Clerk
FROM: PLANNING DEPARTMENT
James W. Palin

Date August 7, 1971

TRACT NO. 10542

RECREATION & PARKS FEES PAID 11.512.00

Other:

James W. Palin
(Signature)

SHEET 2 OF 2 SHEETS
2 PARCELS
58.362 ACRES

PARCEL MAP

T.P.M. 77-7
R.S.T. 8531

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A PORTION OF THE E 1/2 OF THE NW 1/4 OF SECTION 20, T 5 S, R 11 W,
IN THE RANCHO LA BOLSA CHICA, AS SHOWN ON A MAP RECORDED IN BOOK
51, PAGE 13 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

VALLEY CONSULTANTS, INC.
SAM F. KNiSS, R.C.E. NO. 17377

27127
DEC 20 1977

108-48

RECD AT 1:00 P.M. IN BOOK 100 PAGE 40
OF PARCEL MAPS, COUNTY OF ORANGE, CALIFORNIA
AS REQUEST OF COUNTY SURVEYOR

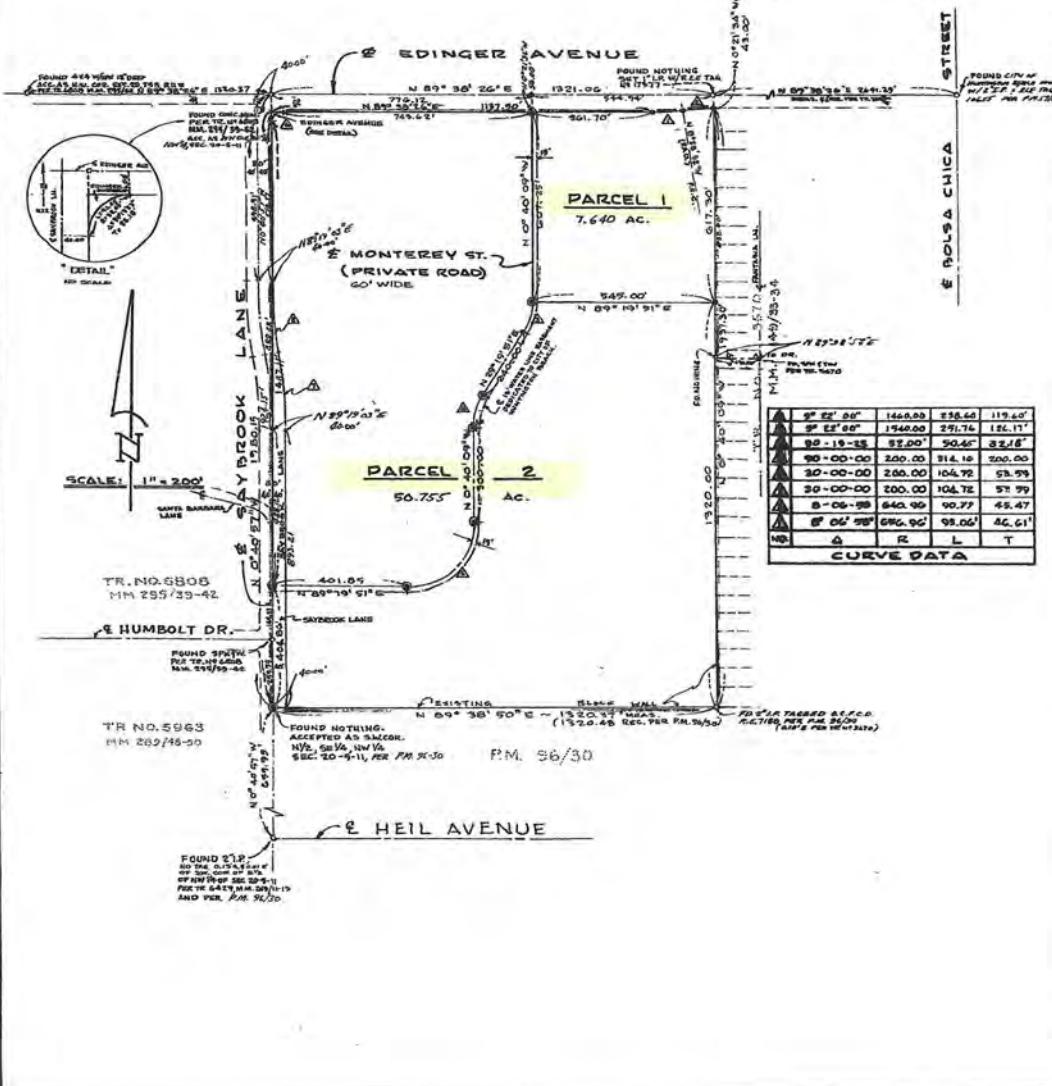
六四 无攸

BASIS OF BEARINGS

THE BASIS OF BEARINGS ON THIS MAP IS THE CENTER LINE OF EDINGER AVENUE (N 89° 38' 26"E) AS SHOWN ON TRACT #6808, MM. 295.59-42, RECORDS OF DEADERICK COUNTY.

MONUMENT NOTES

- ① - FOUND MONUMENTS AS NOTED.
- ② - SET 1" I.P.W./R.C.E TAG NO 17377.
- ③ - SET 5PK. & WAGNER MKD "RCE 17377





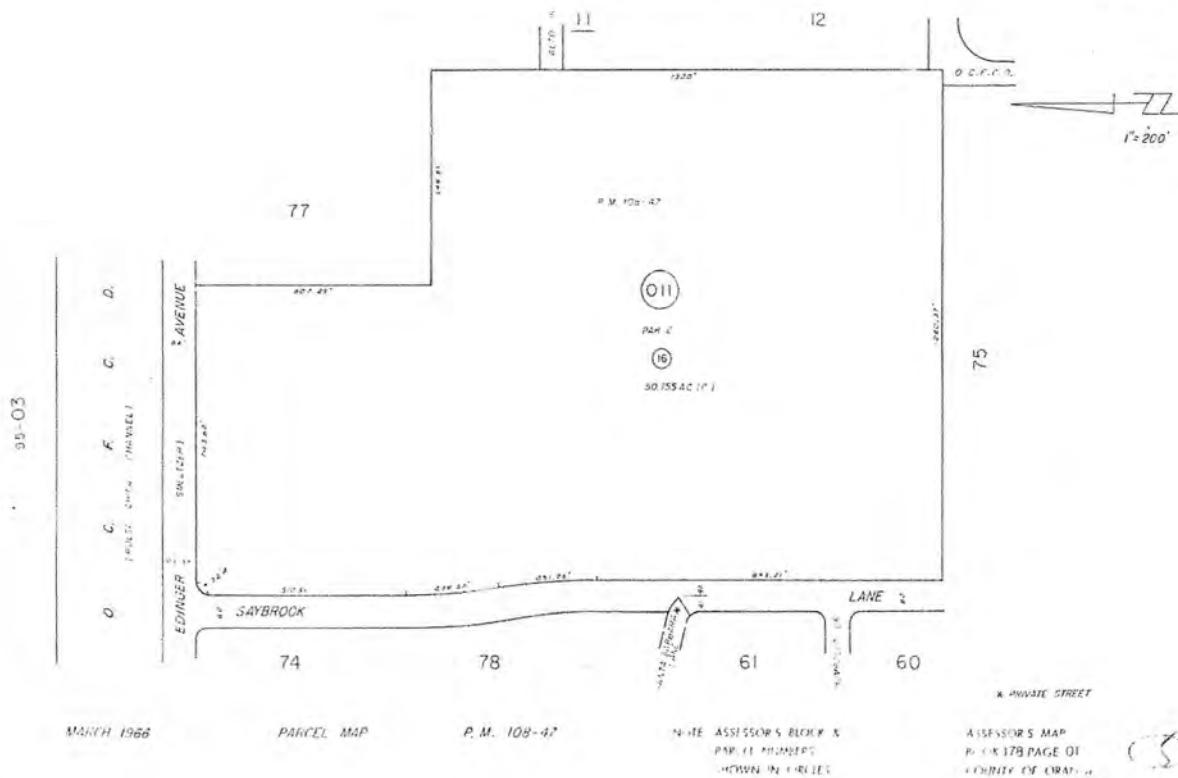
First American

myFirstAm® Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

POP. E. 1/2, N/W. 1/4, SEC. 20, T. 5 S., R. 11 W.

178-01

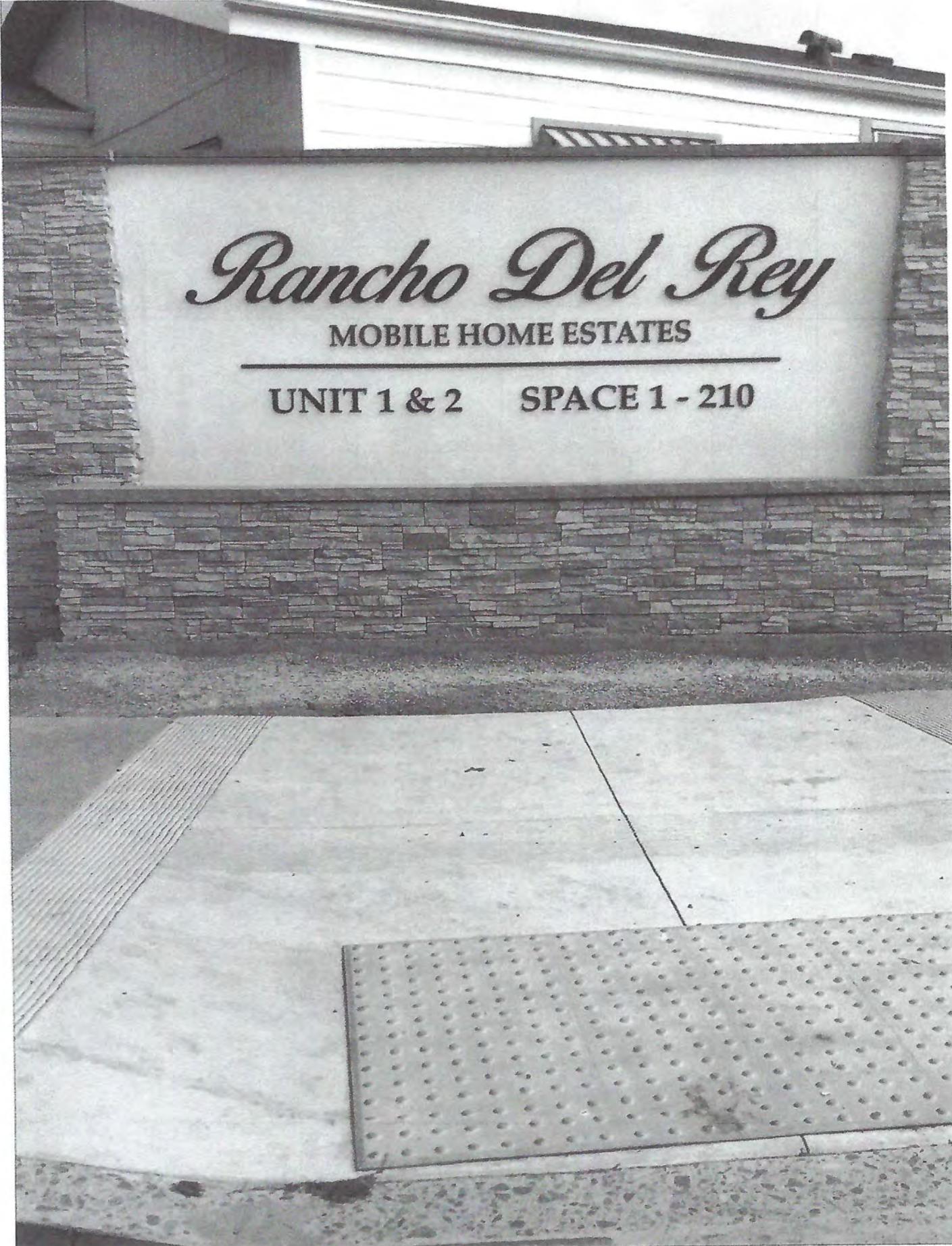


Tax Map

16222 Monterey Ln #376, Huntington Beach, CA 92649

11/15/2019

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Rancho Del Rey

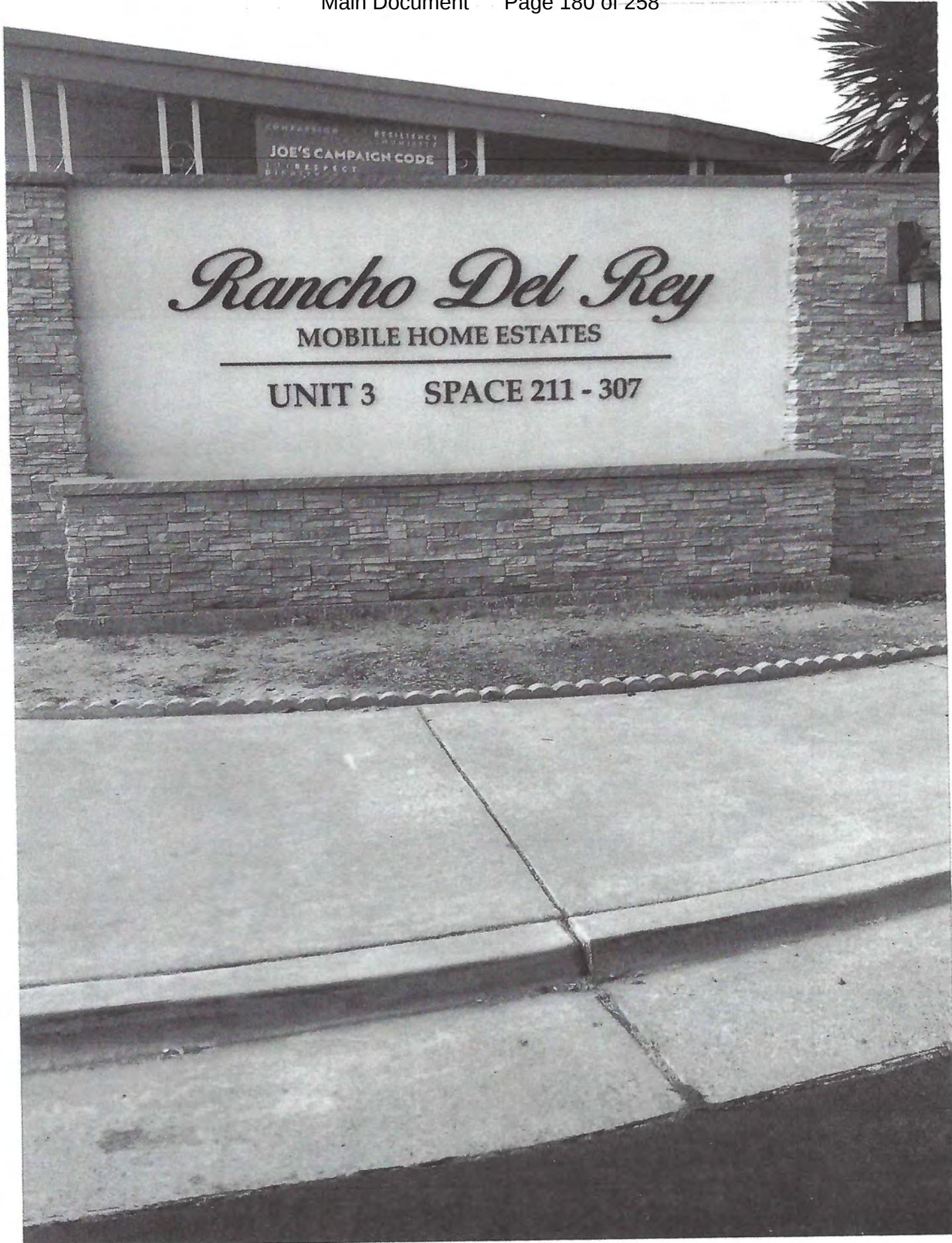
MOBILE HOME ESTATES

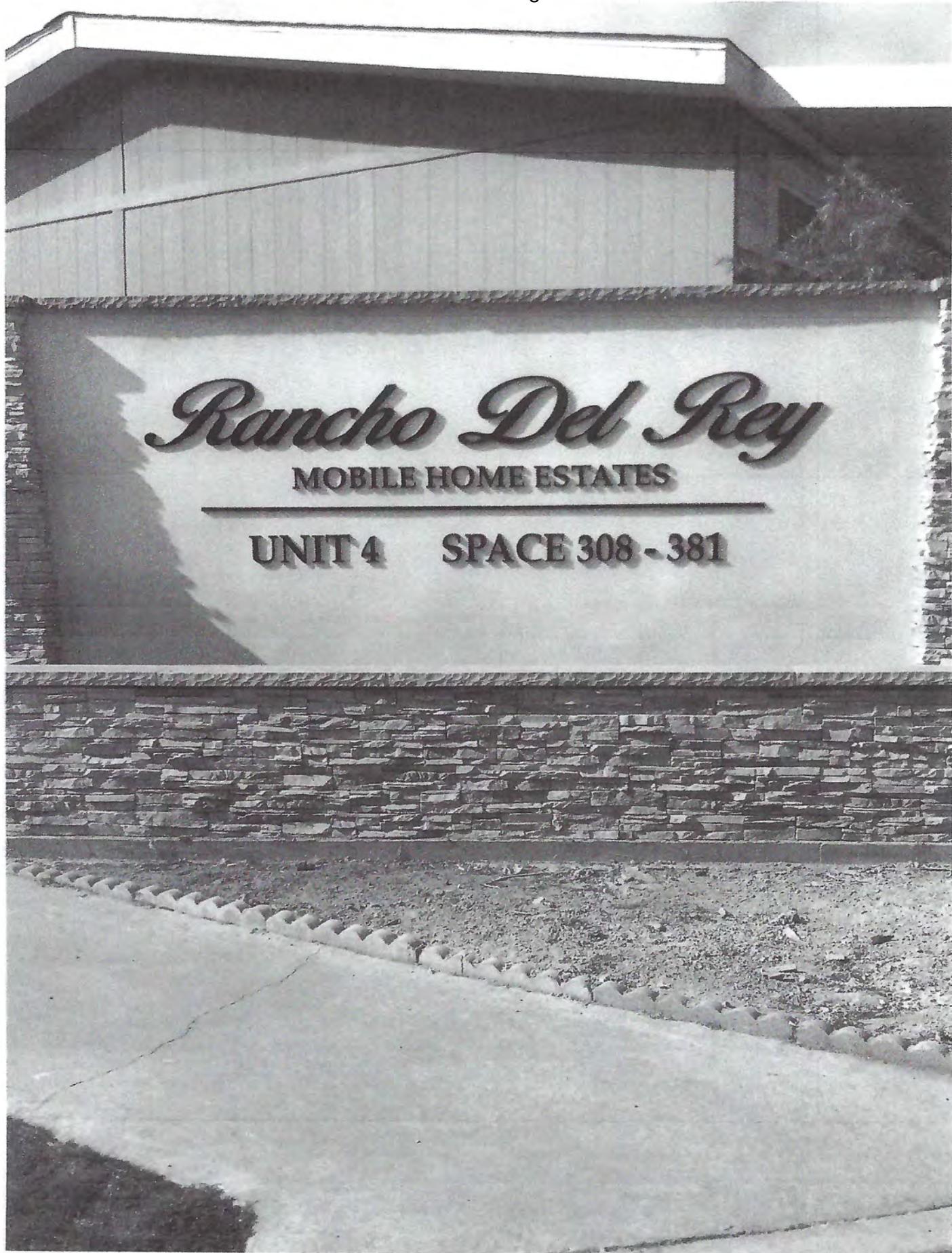
UNIT 1 & 2 SPACE 1 - 210

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Rancho Del Rey
MOBILE HOME ESTATES

UNIT 4 SPACE 308 - 381

EXHIBIT

A

**10/16/1979 Executed Unrecorded MASTER Ground Lease Houser Bros Co,
LANDLORD, and Robert P. Warmington, a married man, TENANT**

GROUND LEASE

THIS GROUND LEASE (herein termed the "Lease"), is made as of this 19th day of October, 1979, by and between Houser Bros. Co., a limited partnership organized and existing under the laws of the State of California in which Clifford C. Houser and Vernon F. Houser constitute the sole general partners (herein termed the "Landlord"), whose address is Suite 204, 610 East Seventeenth Street, Santa Ana, California 92701 and ROBERT P. WARMINGTON, a married man (herein termed the "Tenant"), whose address is 16592 Hale Avenue, Irvine, California 92714 upon the following terms and conditions:

ARTICLE I
THE LEASED LAND

For and in consideration of the payment of the rentals, taxes and other charges covenanted to be paid by Tenant and of the performance of all the covenants and conditions hereinafter covenanted and provided to be observed and performed by Tenant, the Landlord hereby leases to Tenant and Tenant hereby hires from Landlord that certain parcel of real property (herein termed the "leased land"; the term "leased land" and "leased premises" may be used interchangeably), situated in the County of Orange, State of California, described on Exhibit A attached hereto and by this reference made a part hereof for the term, at the rental, for the uses and purposes, and upon and subject to the covenants, conditions and restrictions hereinafter set forth. The demise of the leased land is made subject to taxes and assessments for the current fiscal year, not yet delinquent and subject to covenants, conditions, reservations, restrictions, easements, rights and rights-of-way of record.

ARTICLE II
TERM

The term of this Lease shall be for a period of eighty (80) years commencing on the date first above written and continuing until the anniversary of the eightieth (80th) year thereafter, unless sooner terminated, as hereinafter provided. Tenant shall have no option to extend the term of this Lease. This Lease shall terminate as to any portion of the leased land which is Sold and Conveyed as hereinafter provided. As hereinafter provided, this lease shall terminate as to any portion of the leased land which is Sold and Conveyed unless Tenant elects to enter into an Affiliate Sublease or a Consumer Sublease.

ARTICLE III
USE AND DEVELOPMENT

3.01 Use.

At all times during the term of this Lease, Tenant shall be entitled to use the leased land, buildings and

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other improvements constructed thereon for single family residential use and for other purposes incidental thereto, including, without limitation, recreational facilities and sales offices, and Tenant may subdivide the leased land in connection with such single family residential use and development. Tenant covenants and agrees that it will not use or suffer or permit the leased land, buildings and other improvements constructed thereon to be used in a manner which would constitute waste or which would constitute a public or private nuisance. It is expressly understood and agreed that Tenant's construction activities upon the leased land shall not be deemed to constitute waste. As used in the foregoing, "single family residential use" includes condominiums, planned unit developments and other multiple unit developments of a similar nature.

3.02 Compliance with Laws.

Tenant covenants that during the lease term, Tenant will comply, at no cost or expense to Landlord, with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, which may be applicable to the leased land, buildings and other improvements constructed thereon, or the use or manner of use of the leased land. Tenant accepts the leased land in the actual condition of the same as of the date of this Lease.

3.03 Contest.

Tenant shall have the right, after notice to Landlord, to contest by appropriate legal proceedings, without cost or expense to Landlord, the validity of any law, ordinance, order, rule, regulation or requirement of the nature herein referred to and to postpone compliance with the same, provided such contest shall be promptly and diligently prosecuted by and at the expense of Tenant and so long as Landlord shall not thereby suffer any civil, or be subject to any criminal penalties or sanctions, and Tenant shall properly protect and save harmless Landlord against any liability and claims for any such noncompliance or postponement of compliance.

3.04 Development of the Leased Land: Dedications.

3.04.01 Lessor's Cooperation: Power of Attorney.

(a) Landlord and Tenant (at no expense to Landlord other than Landlord's time) shall take such actions and shall execute such instruments, documents, applications and/or certificates as Tenant may deem reasonably necessary or desirable to obtain requisite governmental approvals for the proposed development of the leased land or any portion thereof and/or to facilitate use and development of all or any portion of the leased land for the use permitted in Section 3.01 above, including, but not limited to, execution and delivery of the following:

(1) Instruments of dedication conforming with the provisions of this Section 3.04;

(ii) Public utility conveyances;

(iii) Applications to federal, state and local governmental agencies, together with all other instruments and documents reasonably necessary in order to obtain permits, reports, public reports, zoning, conditional use permits, variances and similar type items necessary for the proposed use and development; and

(iv) Certificates to be affixed to subdivision maps, parcel maps, condominium plans and plans pertaining to the residential development.

(b) Without limiting the foregoing, Landlord agrees to cooperate with Tenant in the development of the leased land in the manner of development set forth in Section 3.01 above, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

(c) In furtherance of paragraph (a) above, Landlord will, within three (3) days of a request from Tenant, execute, by one of its general partners who are named as signatories to this Lease, all of the documents or instruments described in paragraph (a). If one of said named individuals has not executed such documents on behalf of Landlord within said period of time because of their unavailability or otherwise, Landlord, as provided in the Ground Lease (Short Form - Memorandum) executed by the parties concurrently herewith, hereby appoints Tenant as Landlord's attorney-in-fact to sign any and all of such documents. Notwithstanding the execution of any of such documents by Tenant as Landlord's attorney-in-fact, Landlord agrees to execute any and all of such documents upon request therefor by Tenant. In any event, Tenant shall promptly supply Landlord with copies of any document signed by Tenant as Landlord's attorney-in-fact.

3.04.02 Dedications. In connection with the subdivision and development of the leased land, Tenant may cause subdivision tract maps to be filed of record which will show streets within the subdivision intended for use of the "Buyers of Lots", as such terms are defined herein, and their licensees, invitees, tenants, and servants; and, with respect to such streets, and all utility easements and rights-of-way, Tenant may, at its option, offer for dedication for public use thereof only its respective leasehold interest therein, in which event Landlord shall be required to offer for dedication for public use its respective leasehold interest therein; provided, however, that the reversionary interest of Landlord in the fee simple estate of the real property comprising the leased land therein will not be offered for dedication for public use upon the recording of any such subdivision tract maps or public

utility conveyances unless required by the utility or the City of Huntington Beach; or, provided further, Landlord shall complete the dedications of the property of Landlord pursuant to proceedings for Tentative Parcel Map No. 77-7 dated June 8, 1977 (subject to the undertakings of Tenant, at no cost to Landlord to improve such areas within Edinger Avenue required pursuant to the proceedings for Tentative Parcel Map 77-7).

3.05 Construction.

Except as to offsite improvements which Tenant shall construct pursuant to the proceedings under Tentative Parcel Map No. 77-7, during the term of this Lease Tenant shall have the right, but not the duty, to construct buildings and improvements upon the leased land. All buildings and improvements now or hereafter constructed or located on the leased premises by Tenant shall be the property of Tenant.

Landlord shall have the right to approve, for architectural treatment, color and external appearance of materials and the elevation design of the improvements which Tenant intends to construct on the leased land prior to the commencement of the construction of such improvements. Landlord shall not unreasonably withhold such approval and Landlord's sole consideration for granting or withholding such approval shall be the preservation of the esthetics of the leased land in reasonable harmony with the improvements to Landlord's adjoining mobile home park. Within thirty (30) days of delivery to Landlord of plans showing the foregoing, Landlord shall either approve such plans in writing or give written notice to Tenant of Landlord's disapproval, specifying the reasons therefor. Failure to so disapprove such plans within such time period shall be deemed approval thereof. In the event of such disapproval, Tenant shall submit revised plans for Landlord's approval as aforesaid, except that Landlord's time for approving or disapproving said plans shall be shortened to ten (10) days. If Landlord disapproves the revised plans, all rental payments hereunder shall abate until the revised plans are either approved or deemed approved pursuant to the aforesaid procedure for revised plans. If such plans are not approved or deemed approved within ninety (90) days of their original submission to Landlord, Tenant may, at its option, terminate this Lease by written notice to Landlord. After such plans are approved or deemed approved as aforesaid, Tenant shall have the right, without the necessity of obtaining Landlord's consent, to make minor changes to such plans which do not substantially affect the esthetic harmony of the improvements to be built on the leased land with Landlord's adjacent mobile home park. However, Tenant shall promptly deliver to Landlord copies of all such changes as they are made.

Construction of improvements to the leased premises shall be made in all cases subject to the following conditions which Tenant covenants and agrees to observe and perform: (a) no construction shall be undertaken until Tenant shall have procured and paid for, so far as the same

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may be required from time to time, all municipal and other governmental permits and any authorizations of the various municipal departments and government subdivisions having jurisdiction, and the Landlord agrees to join, at the expense of the Tenant, in the application for any such permits or authorizations whenever such action is necessary; and (b) all work done in connection with such construction shall be done promptly using quality materials and in a good and workmanlike manner at no cost or expense to Landlord and in compliance with the applicable municipal building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof; the cost of all construction shall be paid in cash or its equivalent, so that the leased land shall at all times be free of liens for labor and materials supplied to the leased land.

Tenant agrees to (i) indemnify Landlord against and to hold Landlord harmless from any and all damages of any nature suffered by owners of adjacent property (including Landlord) by reason of the acts or negligence of Tenant on the leased land; and (ii) protect the land and improvements of adjoining owners (including Landlord) against damage caused by said construction and improvements of the leased land as required by law.

Landlord shall have the right at any time and from time to time to post and maintain on the leased land such notices as may be necessary to protect the leased land and Landlord from mechanic's liens, materialmen's liens or liens of a similar nature. On or before ten (10) days prior to the commencement of any work of improvement by Tenant on the leased land, Tenant shall give notice thereof to Landlord and with the date expected by Tenant for the commencement of such construction.

Tenant may at any time alter, improve or remodel any building, structure or other improvement constructed or placed by Tenant on the leased land.

3.06 Residential Leases.

3.06.01 Definitions.

(a) The term "Placed under Development" for purposes of this Lease shall mean all those portions of the leased land which shall, subsequent to the date hereof, be made the subject of a recorded subdivision map or parcel map (including all streets, easements and rights-of-way within the areas covered by any such subdivision map or parcel map), together with those portions of the leased land hereafter conveyed or dedicated by Tenant for public utility purposes.

(b) The term "Lot" shall mean any lot into which the leased land or any portion thereof has been subdivided, and as used herein, shall include, without limitation, any condominium into which the leased land or

any portion thereof has been divided pursuant to the provisions of Section 1350, et seq., of the California Civil Code.

(c) The term "Buyer" is defined to mean any person, firm or corporation who is a purchaser of any structure located or to be located upon any Lot and who executes a Residential Lease or a Consumer Sublease as lessee.

(d) The term "Sold and Conveyed", as used herein, is defined to mean the execution and delivery of a Residential Lease or a Consumer Sublease, the term of which shall (i) commence concurrently with delivery; (ii) in the case of a Residential Lease be equivalent with the then remaining term of this Lease; and (iii) in the case of a Consumer Sublease be equivalent to the then remaining term of this Lease less one (1) day.

(e) The term "Residential Lease", as used herein, shall mean a lease between Landlord and any Buyer (and the homeowners association in the case of common facilities with appropriate modifications) in the form attached hereto as Exhibit "B", and by this reference incorporated herein and made a part hereof as if set forth in full herein, with appropriate modification if the improvements are sold as condominiums.

(f) The term "Consumer Sublease" shall be defined in Section 3.08(b) below.

3.06.02 Execution of Residential Leases.

(a) After Tenant shall have first obtained the appropriate governmental approvals, Tenant may offer the Lots be Sold and Conveyed to the general public together with, at the election of Tenant, an appurtenant membership in any homeowners association organized and incorporated to be the lessee of a Residential Lease of the common facilities, hereafter provided and/or to administer subdivision servitudes. It is the intention of the parties that Tenant shall sell the building and other improvements it constructs on the Lots to Buyers. All amounts received by Tenant upon the sale of improvements shall be the sole property of Tenant, and the Landlord shall not be entitled to any portion thereof.

(b) When each Lot is Sold and Conveyed Landlord will execute, within fifteen (15) days following the request of Tenant, individual Residential Leases with the Buyers. Each Residential Lease shall be subject to no monetary encumbrances other than current taxes; however each Lot shall, at the election of Tenant, be subject to subdivision servitudes (if such be the case, such servitudes shall be mutually approved in writing by Landlord, who agrees not to unreasonably withhold its consent, and by Tenant) and each Buyer's estate shall be subject to appropriate assessments for upkeep and replacement of common

facilities. This Lease shall, upon the commencement of the lease term of each Residential Lease, terminate as to the real property covered by the Residential Lease. The improvements on any Lot shall remain the sole property of the Buyer. This Lease shall also terminate upon the conveyance or dedication of any portion of the leased land to a public entity or public utility.

(c) At all times the total of the basic rental remaining payable under this Lease and the basic rental payable under the aggregate of the Residential Leases shall be equal to the rental payable under Article IV of this Lease as if no Lots had been Sold and Conveyed. For the purposes of the foregoing, each Residential Lease, which may be terminated by Landlord, as lessor, by reason of an event of default by the Buyer under a Residential Lease, shall nevertheless for the purposes of this provision be deemed to still be in effect and the rental which would have been paid thereunder shall be accounted for with respect to the foregoing determinations. It is anticipated by the parties that the basic rental as provided for herein shall be uniformly divided among the Lots. Tenant shall be discharged and exonerated under this Lease as to each Lot Sold and Conveyed; however, Tenant shall nevertheless remain obligated with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers; Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

3.07 Common Facilities.

Tenant may choose to construct within portions of the leased land placed under Development recreational or other common facilities (which shall include streets) for the use and enjoyment of Buyers and convey such facilities to an association organized and incorporated to acquire the same. Upon such conveyance and upon request of Tenant, Landlord shall execute a Residential Lease or Consumer Sublease, as lessor, with such association, as lessee, for a term equivalent to the unexpired period of this Lease, at basic rental of ONE (\$1) DOLLAR per year. The land area of such recreational or common facilities (exclusive of streets) shall not exceed twenty-six thousand eight hundred (26,800) square feet without Landlord's prior written approval if a multi-phase development is elected. No Lot or Lots of the common facilities shall be Sold and Conveyed unless and until the following conditions shall have occurred:

(a) Tenant shall have first obtained the governmental approvals necessary to permit all Lots (or in the case of a multi-phase development, the Lots within the initial phase) benefited by such common facilities to be Sold and Conveyed to Buyers.

(b) No less than forty (40%) percent of all buildings and other improvements to the Lots (or in the case

of a multi-phase development, no less than forty (40%) percent of the lots within the initial phase) benefited by such common facilities shall have been substantially completed, or, in the event a condominium development is elected, completion assured by surety arrangements approved by the California Department of Real Estate).

(c) The mortgagor, as that term is hereafter defined, shall have executed and delivered a reconveyance of any lien on the Lot or Lots of the common facilities so conveyed to such association.

(d) The construction of the common facilities shall have been fully completed or completion assured by surety arrangements approved by the California Department of Real Estate.

3.08 Tenant's Right to New Leases; Consumer Subleases.

(a) Tenant, at any time and from time to time may at its election designate certain parcels of the leased land to be subject to separate leases between Tenant and Landlord. Without limiting the generality of the foregoing, Tenant may obtain hereunder separate leases for some or all of the Lots into which the leased land is divided. These parcels shall comply with all requirements of the Subdivision Map Act and all other applicable laws. Upon written request by Tenant, Landlord shall execute new leases to parcels of the leased land as designated by Tenant and shall amend this Lease to reflect that such parcels are no longer subject to this Lease. The terms and conditions of the new leases and this Lease, as amended, shall be the same as the terms and conditions of this Lease with the exception that the annual rent shall be divided among the leases based on the proportion which the square footage of the parcel governed by any such lease bears to the total square footage of the leased land. Notwithstanding the foregoing, in the event that Tenant designates a Lot for a separate lease hereunder, the annual rent payable under the lease for such Lot shall be equal to the annual rent payable under this Lease multiplied by a fraction, the numerator of which is one and the denominator of which is the total number of Lots into which the leased land is divided.

(b) As to such Lots for which Tenant has obtained separate leases, and notwithstanding any other provision of this Article III, Tenant may elect to enter into a sublease with the Buyer of any such Lot in the form attached hereto as Exhibit D with appropriate amendments if the Lots are Sold and Conveyed as condominiums (referred to in this Lease as a "Consumer Sublease") instead of causing such Lot to be Sold and Conveyed pursuant to a Residential Lease. This Lease shall not terminate when any such Lot is Sold and Conveyed pursuant to a Consumer Sublease. Tenant, or its permitted development sublessee, as provided in Section 6.01.03 below, may offer Lots to be Sold and Conveyed to the public as provided in Section 3.06.02(a), but reading "Consumer Sublease" for "Residential Lease" therein. Tenant may sublease common facilities Lots to a homeowners associa-

tion formed from among Buyers under Consumer Subleases as appropriately modified, but subject to the restrictions of Section 3.07 above. The use of Consumer Subleases shall not affect, among other things, Landlord's obligation under Section 3.04.02 or Tenant's ability to impose subdivision servitudes providing for assessments against Buyers as provided in Section 3.06.02(b).

(c) Tenant shall be solely liable with respect to all covenants made by Tenant with Buyers and for all warranties and representations, express or implied, in favor of the Buyers under the Consumer Subleases. Tenant shall indemnify and hold Landlord free and harmless from all liability with respect to such covenants, warranties and representations in favor of Buyer whether or not disclosed to Landlord.

(d) Landlord hereby agrees with Tenant for the benefit of all Buyers under Consumer Subleases that:

(i) So long as such Buyer is not in default in the payment of rental or other charges due under the Consumer Sublease or in the performance of any of the other terms, covenants or conditions of the Consumer Sublease on such Buyer's part to be performed, such Buyer's possession of the Lot subject to such Consumer Sublease and such Buyer's other rights and privileges under the Consumer Sublease shall not be interfered with by the Landlord, its successors or assigns.

(ii) Should this Lease be terminated prior to the expiration of the term hereof or any extensions of said term for any reason whatsoever, including without limitation, as a result of Tenant's breach hereof or default thereunder, the Consumer Sublease shall continue in full force and effect as a direct lease between Landlord and the Buyer under the Consumer Sublease, upon and subject to all of the terms, covenants and conditions of the Consumer Sublease for the balance of the term thereof remaining, provided that such Buyer attorns to Landlord in writing. Notwithstanding the foregoing, Landlord shall not be bound by any act or omission of Tenant as the prior sublessor under the Consumer Sublease. Landlord shall not be bound by any prepayment of rent (other than through the Payment Agreement referred to in subparagraph 3.08(d)(iv)) or other charges which such Buyer might have paid for more than three (3) months in advance to Tenant as the prior sublessor, and Landlord shall not be bound by any amendment to or modification of any Consumer Sublease or by any waiver or forbearance on the part of Tenant as the prior sublessor thereunder made or given without the written consent of Landlord.

(iii) If, notwithstanding, a Consumer Sublease is terminated by reason of any termination of this Lease, it is hereby agreed that the Buyer under such Consumer Sublease and

Landlord shall enter into a new lease upon the terms and conditions of the Consumer Sublease for the then remaining balance of the term of the Consumer Sublease.

(iv) In the event that such Consumer Subleases shall call for the payment of rent less frequently than quarter annually, the provisions of subparagraph 3.08(d)(ii) shall only be applicable if Landlord and Tenant enter into a Payment Agreement under the terms of which all rental to be paid by Buyers under the terms of the Consumer Sublease will be paid to a neutral depository, such as a bank, savings and loan, trust company or escrow company. Such neutral depository shall be instructed to remit to lessor from such sum collected the amount due under this Lease attributable to the Lot subject to the Consumer Sublease and to remit the balance to the Tenant.

ARTICLE IV RENTAL

4.01 Basic Rental.

Tenant agrees to pay to Landlord as basic rental for the use and occupancy of the leased land, an annual sum of SEVENTY-TWO THOUSAND TWO HUNDRED TWENTY (\$72,220.00) DOLLARS calculated at TEN THOUSAND (\$10,000.00) DOLLARS per acre, multiplied by 7.222 acres, being the number of acres within Parcel 1 of Parcel Map recorded in Book 108, pages 47 and 48, inclusive, Official Records of Orange County, California, subject to adjustment as provided in Section 4.03 below. Basic rental shall be payable in twelve (12) equal monthly installments of SIX THOUSAND EIGHTEEN DOLLARS AND THIRTY-THREE CENTS (\$6,018.33) each, due and payable in advance on the first day of each calendar month during the term hereof, without deduction or offset, in lawful money of the United States of America at such place as Landlord from time to time shall direct in writing to Tenant.

4.02 Commencement of Rentals.

Rental payments shall commence on the first day of the calendar month next following the date first above written if such date be a date other than the first day of a calendar month. In addition to the first full month's rent, Tenant shall pay at such time an additional pro rata rent representing the period between the term commencement date and the first day of the next succeeding calendar month, based on a thirty (30) day month and a three hundred sixty (360) day year.

4.03 Adjusted Rental.

(a) When a Residential Lease, but not a Consumer Sublease, is Sold and Conveyed, the basic rental payable by Tenant shall be reduced by the amount of rental payable to Landlord under such Residential Lease.

(b) Upon the expiration of the twentieth (20th), fortieth (40th) and sixtieth (60th) year of the term of this Lease, the rental payable hereunder shall be adjusted to a sum equal to eight (8%) percent of the unimproved fair market value of the leased land, or any portion then remaining subject to this Lease, at the end of said twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be. After any such adjustment of rental, Tenant shall pay to Landlord such rental as so adjusted during the period applicable thereto at the times and in the manner provided in Section 4.01 above; provided, however, in no event shall the rental as so adjusted be less than an annual rental at least equal to TEN THOUSAND (\$10,000.00) DOLLARS per acre for the portion of the leased land then subject to this Lease (calculated to exclude the area of the reserved easement described in Exhibit A). If, upon the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year, as the case may be, the parties hereto shall have failed to agree upon such adjusted rental, the fair market value of the leased land (or portion thereof then subject to this Lease), as unimproved, and the adjusted rental, shall be determined by arbitration pursuant to subparagraph (c) of this Section.

(c) Within ten (10) days of the expiration of the twentieth (20th), fortieth (40th) or sixtieth (60th) year of the term of this Lease, as the case may be, each of the parties hereto shall appoint in writing an arbitrator and give written notice thereof to the other party; or, in case of the failure of either party so to do, the other party may apply to the Superior Court of Orange County, California, to appoint an arbitrator to represent the defaulting party in the manner prescribed in the then existing statutes of the State of California, applicable to arbitration, the provisions of which statutes shall apply to and govern the arbitration herein provided for with the same effect as though incorporated herein. Within ten (10) days after the appointment of said two (2) arbitrators (in either manner), they shall appoint, in writing, a third arbitrator and give written notice thereto to Landlord and Tenant and, if they shall fail to do so, then either party hereto may make application to said Superior Court to appoint such third arbitrator in the manner prescribed in said arbitration statutes.

The three (3) arbitrators so appointed (in either manner) shall promptly fix a convenient time and place in the County of Orange for hearing the matter to be arbitrated and shall give reasonable written notice thereof to each of the parties hereto and with reasonable diligence shall hear and determine the matter in accordance with the provisions hereof and of said arbitration statutes, and shall execute and acknowledge their award thereon in writing and cause a copy thereof to be delivered to each of the parties hereto, and the award of a majority of said arbitrators shall determine the question arbitrated, and a judgment may be rendered by said Superior Court confirming said award, or the same may be vacated, modified or corrected by said Court

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at the instance of either of the parties hereto, in accordance with said arbitration statutes, and said judgment shall have the force and effect as provided in said statutes.

Each of the parties hereto shall pay for the services of its appointee, attorneys and witnesses and one-half (1/2) of all other proper costs of arbitration. Pending the final decision of such adjusted rental, Tenant shall pay to Landlord the amount of rent previously payable under Section 4.01 above as adjusted pursuant to Section 4.03(a) above. If such adjusted rental, as finally determined, shall exceed the amount of the previous rental, the excess amount accruing during the interim period shall be paid by Tenant to Landlord within thirty (30) days after the final determination of said adjusted rental. If such adjusted rental, as finally determined, shall be less than such previous rental, the amount of any excess paid by Tenant during said interim period shall be credited against the first rentals thereafter payable hereunder.

ARTICLE V
TAXES AND ASSESSMENTS

5.01 Tenant to Pay Taxes and Assessments.

In addition to the basic rental, Tenant shall pay and discharge all taxes and general and special assessments which may be levied upon or assessed against the leased land (or the portion thereof being subject to this Lease at the time such taxes become payable), and all interest therein and all improvements and other property thereon, and upon all rentals payable on this Lease (in the event that county secured real property taxes be assessed in whole or in part either on an ad valorem basis upon the leased land or upon rentals payable under the terms of the Lease thereof) as such taxes and assessments become due and payable during the term of this Lease. Taxes and assessments for the current fiscal year shall be prorated between Landlord and Tenant to the term commencement date. Tenant shall pay each installment of said taxes and assessments not later than the delinquency date thereof. Notwithstanding the foregoing, if Tenant shall, in good faith, contest the validity of said taxes and assessments, then Tenant, upon furnishing a sufficient surety bond to Landlord, may withhold payment pending settlement of its claim or may pay the same under protest and, in either case and at Tenant's expense, shall defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land. Landlord shall remain responsible for its income tax payable on revenue derived from this lease and all estate, inheritance, gift taxes and taxes of a similar nature.

5.02 Tenant's Indemnity Re Taxes and Assessments.

Tenant agrees to protect and hold harmless Landlord and the leased land and all improvements in, on and about

the leased land from all liability for any taxes and assessments for which Tenant is obligated pursuant to Section 5.01 above, together with any interest, penalties or other charges imposed and from any sale or other proceeding to enforce payment thereof.

5.03 Lack of Separate Assessment.

Tenant's obligations pursuant to Section 5.01 presume that the county tax assessor will separately assess the leased land and will send the tax bill therefor directly to Tenant. If the assessor sends the tax bill to Landlord, Tenant agrees to make the payments required under Section 5.01 within ten (10) days after Tenant's receipt from Landlord of a copy of any tax bill received by Landlord.

5.04 Tenant Entitled to Refund.

It is agreed that any refund made in any taxes or assessments paid by Tenant pursuant to this Article shall be the sole property of Tenant, and if any such refund is mistakenly paid to Landlord, Landlord agrees to immediately, and in no event later than three (3) days, pay the same over to Tenant.

5.05 Installment Election for Assessments.

Notwithstanding any other provision of this Article, Tenant may elect, as to any assessment levied against the leased land during the term of this Lease, to take advantage of the ability to cause such assessments to be payable in installments instead of in a lump sum. In such event, Tenant shall only be responsible to pay the installments which come due and payable during the term hereof.

ARTICLE VI
ASSIGNMENT AND ENCUMBRANCE

6.01 When Landlord's Consent Required.

6.01.01 Landlord's Consent Required. Except as provided in Article III and in this Article VI, Tenant shall not encumber, assign or otherwise transfer this Lease, or sublet the whole or any part of the leased land without the prior written consent and approval of Landlord, which consent shall not be unreasonably withheld. Except as otherwise so permitted in this Lease, no assignment or other transfer, whether voluntary or involuntary, by operation of law, under legal process, by receivership, in bankruptcy, or otherwise, shall be valid or effective without the express prior written consent and approval of Landlord.

6.01.02 Assignments For Which Landlord's Consent Not Required.

(a)(1) If the Tenant be Robert P. Warmington, Tenant shall have the right, without obtaining Land-

lord's consent, to assign its interest under this Lease to The Robert P. Warmington Co., a California corporation (as used herein The Robert P. Warmington Co. includes any corporation which succeeds to the assets of such corporation by merger, consolidation or purchase), to any other corporation in which Tenant (or The Robert P. Warmington Co.) has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant (or The Robert P. Warmington Co.) or any such other corporation or entity is the managing partner and to the heirs, devisees and personal representatives of Optionee.

(a) (2) If the Tenant be The Robert P. Warmington Co., a California corporation (or successor as provided in subsection (a)(1) above), Tenant shall have the right, without obtaining Landlord's consent, to assign its interest under this Lease to Robert P. Warmington, an individual, to any corporation in which Tenant or said individual has greater than a fifty (50%) percent proprietary interest, to any partnership or joint venture in which Tenant or said individual or any such corporation or entity is the managing partner, and to any corporation or other entity which succeeds to Tenant's interest by merger, consolidation or by sale of all or substantially all of Tenant's assets.

(b) Tenant shall further have the right to assign its interest under this Lease to any individual, corporation or entity which, at the time of the assignment, has a net worth of not less than THREE MILLION (\$3,000,000) DOLLARS and has experience substantially equal to that of Tenant in building and marketing single-family residences of the type to be built on the leased land. Robert P. Warmington and The Robert P. Warmington Co. shall each be considered as having identical experience.

(c) In the event of any assignment which complies with the foregoing, the assignor shall be released of any and all liability arising under this Lease from and after the effective date of the assignment.

(d) Notwithstanding the foregoing, within ten (10) days of a request therefor, Landlord shall execute an instrument in recordable form consenting to any assignment or other transfer made without its consent pursuant hereto.

6.02 Hypothecation.

Landlord agrees and consents that Tenant may, without Landlord's prior consent, at any time and from time to time, mortgage, encumber, assign and hypothecate by mortgage or deed of trust (either of which is herein termed a "mortgager") all right, title and interest of Tenant in the leasehold estate created by this Lease to a lender (herein called "mortgagee"). Notwithstanding the foregoing, within ten (10) days of a request therefor from Tenant, Landlord agrees to execute an instrument in recordable form consenting to any such mortgage, encumbrance, assignment or hypo-

the cation. If, notwithstanding the foregoing, Tenant's leasehold interest hereunder terminates under such foreclosure, assignment in lieu of foreclosure, the mortgagee shall be entitled to a new lease upon the same terms as this Lease and subject only to those things caused, created or consented to by Landlord to which Tenant's leasehold estate hereunder is subject as of the date of the recordation of the mortgage.

Except as hereinafter otherwise provided, the mortgage and all rights thereunder shall be subject to each and every of the covenants, conditions and restrictions of this Lease, and the same shall be subject to all rights and interest of Landlord, none of which shall be deemed waived by the foregoing consent. Tenant agrees to furnish to Landlord copies of all instruments, indentures or agreements executed by Tenant, and to be recorded, to perfect the hypothecation of the leasehold estate to a mortgagee.

Any mortgagee shall have the right at any time during the term hereof while this Lease is in full force and effect:

(a) To do any act required of Tenant hereunder, and all such acts done or performed shall be effective to prevent a forfeiture of Tenant's rights hereunder as if the same had been done or performed by Tenant; and

(b) To rely on the security afforded by the leasehold estate and to acquire and to succeed to the interest of Tenant hereunder by foreclosure, whether by judicial sale, by power of sale contained in any security instrument, or by assignment given in lieu of foreclosure, and thereafter convey or assign title to the leasehold estate so acquired to any other person, firm or corporation without the consent of Landlord as to the such initial transfer.

Landlord shall give written notice to mortgagee of any default by Tenant. Landlord shall not terminate this Lease by reason of such default of Tenant if the mortgagee shall:

(1) Cure such default within sixty (60) days after service on mortgagee of written notice from Landlord of Landlord's intention to terminate this Lease, except, however, (if the same cannot be cured by payment of rent, taxes, assessments and insurance premiums and other cash charges payable by Tenant hereunder within sixty (60) days) mortgagee shall have a reasonable time after sixty (60) days within which to cure such default so long as mortgagee is proceeding to cure such default with reasonable diligence, or

(2) Undertake on or before the expiration of said sixty (60) days or said reasonable time, in writing to perform all covenants of this Lease capable

of performance by mortgagee. In the event of such undertaking, or in the event such default is not susceptible of being cured by mortgagee, such default shall be deemed cured if mortgagee shall proceed in a timely and diligent manner to accomplish the foreclosure of Tenant's interest; provided, however, that if said foreclosure proceedings shall be subject to leave of any court (as in the case of a bankruptcy proceeding) and such leave shall have been applied for but not obtained by mortgagee, such default shall be deemed cured nevertheless, if mortgagee shall have attempted to obtain such leave in a timely and diligent manner. The obligation of mortgagee for the performance of the terms of this Lease shall terminate upon the sale, transfer or assignment of the right, title and interest of mortgagee in the leasehold estate to any other person, firm or corporation.

Any provisions contained in this Lease to the contrary notwithstanding, any mortgagee or its assignee may enforce such mortgage and acquire title to the leasehold estate in any lawful manner and, pending foreclosure of any such mortgage, may take possession of and rent the leased land and upon foreclosure of such mortgage may, without further consent of Landlord, sell, transfer or assign the leasehold estate or sublet the leased land. Any purchase money, mortgage or deed of trust delivered in connection with any such assignment or transfer shall be entitled to the benefit of all of the provisions of this Lease regarding the rights of a mortgagee. Any person acquiring the leasehold estate from mortgagee shall, as a condition precedent to the enjoyment of the leasehold estate, assume in writing the liability for the performance of the obligations imposed upon Tenant by the terms of this Lease. Mortgagee shall furnish Landlord with an executed copy of the instrument of assignment or transfer and a copy of the undertaking made in accordance with the foregoing provisions. Upon said assumption the assignor shall be released from all obligations for performance of the terms of this Lease.

The foregoing provisions do not give any person the right to mortgage, hypothecate or otherwise encumber or to cause any liens to be placed upon the freehold estate of Landlord, nor shall the foregoing provisions in any event be construed as resulting in a subordination in whole or in part of the freehold estate of Landlord to any indebtedness of Tenant.

Notwithstanding the foregoing provisions, until such time as the indebtedness of Tenant to mortgagee shall have been fully paid, Landlord shall not, without the prior written consent of mortgagee first had and obtained, accept any surrender of this Lease, consent to any modification hereof or consent to the assignment hereof, or of any part or portion, of the term created thereby or of any interest therein; provided, however, at the time a Lot is Sold and Conveyed by a Residential Lease, there shall be recorded a reconveyance of the lien of the mortgagee covering such Lot Sold and Conveyed by a Residential Lease.

6.03 Subleases For Which Landlord's Consent Not Required.

(a) Landlord's consent shall not be required for any Consumer Subleases or for any subsequent transfer of the subleasehold estate thereunder.

(b) Tenant shall have the right, without Landlord's prior consent, to sublease its leasehold estate hereunder to any person or entity described in Section 6.01.02(a)(1). Said sublease is herein referred to as an "Affiliate Sublease".

ARTICLE VII
LIENS

Tenant shall not suffer or permit to be enforced against the leased land, or any part thereof, any mechanics', laborers', materialmen's, contractors', subcontractors', or any other liens arising from or any claim for damages growing out of any work of construction or improvement, or any other claim or demand howsoever the same may arise, but Tenant shall pay or cause to be paid all of said liens, claims and demands before any action is brought to enforce the same against the leased land, and Tenant hereby indemnifies and agrees to hold Landlord and the leased land free and harmless from all liability for any and all such liens, claims and demands, together with all costs and expenses, including, but not limited to, attorneys' fees and court costs incurred by Landlord in connection therewith, and Landlord shall have the right, at any time and from time to time, to post and maintain on the leased land, or any part thereof, such notices of nonresponsibility as desired by Landlord or as may be provided by law. Notwithstanding anything to the contrary contained in this paragraph, if Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its expense, defend itself and Landlord against the same and shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Landlord or the leased land, and if Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in an amount equal to such contested lien, claim or demand indemnifying Landlord against liability for same; or, if Landlord shall request, Tenant shall procure and record the bond provided for in the Civil Code of the State of California, or any comparable statute hereafter enacted providing for a bond freeing the leased land from the effect of such lien or claim or action thereon.

ARTICLE VIII
INDEMNIFICATION AND INSURANCE

8.01 Indemnity.

Landlord shall not be liable for any loss, damage, injury or claim of any kind or character to any person (including a Buyer) or property arising from or caused by

the use or development of the leased land and the construction of improvements thereon, including, without limitation, any such loss, damage, injury or claim arising from or caused by (i) any use of the leased land, or any part thereof; (ii) any defect in the design, construction of or material in any structure or other improvement upon the leased land or in any other facility therein; (iii) any defect in soils or in the preparation of soils or in the design and accomplishment of grading; (iv) any act or omission of Tenant or any of its agents, employees, licensees, invitees or contractors; (v) any accident on the leased land or other casualty thereon; (vi) any representations by Tenant or any of its agents or employees; (vii) a violation or alleged violation by Tenant, its employees or agents, of any law now or hereafter enacted; (viii) any other cause whatsoever in connection with Tenant's use of the leased land; or (ix) the application of the principles of strict liability with respect to any act or omission during the term of this Lease of Tenant or its agents, employees, licensees, invitees or contractors in connection with the leased land, and Tenant, as a material part of the consideration of this Lease, except to the extent occasioned by the sole act or negligence or willful misconduct of Landlord or its employees, hereby waives on its behalf all claims and demands against Landlord for any such loss, damage or injury of Tenant, and hereby indemnifies and agrees to hold Landlord entirely free and harmless from all liability for any such loss, damage, injury or claim with respect to any person or property made by other persons, and with respect to any such violations or charges arising therefrom, including, without limitation, attorneys' fees and court costs incurred by Landlord in connection therewith.

8.02 Insurance.

Tenant shall maintain at all times during the term of the Lease, at its expense and in companies acceptable to Landlord:

(a) Workmen's compensation insurance and employer's liability insurance.

(b) Comprehensive liability insurance, with limits of not less than FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for any one person; ONE MILLION (\$1,000,000) DOLLARS for any one occurrence as to bodily injury or death; and ONE HUNDRED THOUSAND (\$100,000) DOLLARS per occurrence as to property damage.

Each policy of insurance shall be issued by insurers of recognized responsibility, qualified to do business in California, acceptable to Landlord and which has, at the execution hereof, a rating at least equal to AXV by Best's Insurance Guide (or other equivalent rating if such Guide be discontinued) and shall name Landlord as an additional insured. Prior to the time of commencement of this Lease, Tenant shall deliver certificates of insurance carriers of

each policy of insurance as evidence of compliance with the above requirements and stating that not less than ten (10) days' written notice will be given to Landlord prior to cancellation or reduction in coverage or amount.

8.03 Landlord's Indemnity.

The parties agree that Tenant shall have no liability by reason of the fact that a portion of Monterey Lane lies within an easement on the leased land as described on Exhibit A. Landlord hereby agrees to indemnify and hold Tenant and any community association formed by Tenant to service the residents of the leased land absolutely free and harmless from any loss, damage, injury, claim or cause of action of any kind arising out of the use, improvement or maintenance of said Monterey Lane, including, without limitation, attorneys' fees and court costs.

ARTICLE IX
REMOVAL

Upon the expiration of the term of this Lease, Tenant shall quit and surrender possession of the leased land to Landlord. Upon the expiration of the term of this Lease, Tenant shall have the right to remove from the leased land any improvements erected on the leased land by Tenant and which, at the time of such expiration, remain the property of Tenant. Tenant shall promptly repair any damage to the leased land caused by such removal. If Tenant has not completed such removal within sixty (60) days of the expiration of the term hereof, all of such improvements shall automatically become the property of Landlord without the payment of any consideration therefor. In addition, before surrendering possession of the leased land as aforesaid, Tenant shall, without expense to Landlord, remove or cause to be removed from said leased land all movable signs, furnishings, equipment, trade fixtures, merchandise and other movable personal property installed or placed therein, and all debris and rubbish, and Tenant shall repair all damage to the leased land resulting from such removal. Upon such expiration, and if requested by Landlord, Tenant shall, within five (5) days of a request therefor, execute, acknowledge and deliver to Landlord an instrument in writing releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to said leased land by reason of this Lease or otherwise. If Tenant fails to remove any of its signs, furnishings, equipment, trade fixtures, merchandise or other personal property within thirty (30) days after the expiration or earlier termination of this Lease, then Landlord may, at its sole option, (i) deem any or all of such items abandoned as the sole property of Landlord; or (ii) remove any or all of such items and dispose of same in any manner or store same for Tenant, in which event the expense of such disposition or storage shall be borne by Tenant and shall be immediately due and payable.

ARTICLE X
CONDEMNATION

The words "condemnation" or "condemned", as used in this paragraph, shall mean the exercise of, or intent to exercise, the power of eminent domain expressed in writing, as well as the filing of any action or proceeding for such purpose, by any person, entity, body, agency or authority having the right or power of eminent domain (the "condemning authority" herein), and shall include a voluntary sale to any such condemning authority, either under the threat of condemnation or while condemnation proceedings are pending, and the condemnation shall be deemed to occur in point of time upon the actual physical taking of possession pursuant to the exercise of said power of eminent domain. All award or compensation paid upon condemnation shall be allocated as follows: (1) Prior to the time the leased land or any portion is Placed under Development, the entire award shall be allocated, paid to and be the sole property of Landlord, except for Tenant's hard costs which shall be paid out of said award to Tenant, and (2) after the time the leased land or any portion thereof has been Placed under Development the entire award shall be allocated as follows: (a) to Tenant, a sum equal to the total of (i) the then fair market value of the buildings and other improvements constructed or installed by Tenant on the leased land; and (ii) the then fair market value of Tenant's leasehold interest in the leased land representing the present value of the aggregate of the difference, if any, between (a) the economic rental and (b) the basic rental, for the unexpired period prior to a basic rental adjustment as provided in Article IV; and (b) to Landlord, the remainder. Landlord may, with Tenant's written consent, agree to sell and/or convey the leased land or portion thereof to the condemning authority without first requiring that action or proceeding shall be instituted or, if any such action or proceeding shall be instituted, without requiring any trial or hearing thereof. All amounts paid by the condemning authority upon such voluntary sale or conveyance shall be allocated as provided above.

In determining the portion of a condemnation award or a payment for voluntary sale or conveyance under threat of condemnation, any appraisal performed by the condemning authority in connection with such award or conveyance shall be controlling. In the absence of such appraisal or agreement between Landlord and Tenant as to such amounts, each shall appoint an appraiser and the two shall select a third appraiser, and all three shall appraise the property for the purpose of such allocation of compensation for a condemnation with the average of the two appraisals which are the closest controlling.

If only a portion of the leased land is condemned, this Lease shall terminate if the mortgagee shall consent thereto in writing and if Tenant shall notify Landlord, within sixty (60) days of the condemnation, that the portion of the leased land remaining after the condemnation cannot be developed in the manner chosen by Tenant. If Tenant fails

to timely give such notice, this Lease shall remain in full force and effect as to the remaining portion of the leased land, except that (a) the basic rental payable by Tenant shall be reduced in the proportion that the area of the portion taken bears to the area of the entire leased land, and (b) Tenant shall be entitled to use the award payable on such partial condemnation to repair any damage to the remaining portion of the leased land and improvements thereon.

As used in the foregoing, "Tenant's hard costs" shall mean all of Tenant's direct out-of-pocket expenses incurred with regard to the development or intended development of the leased land and shall include, without limitation, the following but shall not include any charge for overhead or other administrative expenses; engineering, architectural, environmental, legal, accounting and other consultants, development fees paid to governmental authorities, the cost of preparing and/or reproducing plans and specifications for such development, and the contract cost of improving the leased land (or Tenant's direct costs if such improvement is done by Tenant's employees).

ARTICLE XI
DEFAULT AND REMEDIES IN EVENT OF DEFAULT

11.01 Events of Default.

Tenant shall be deemed in default under the terms of this Lease should Tenant:

(a) Use the leased land or suffer the same to be used for any purpose other than as authorized in this Lease for more than thirty (30) days after notice from Landlord specifying the unauthorized use; provided, however, if such unauthorized use is not capable of being cured within said thirty (30) day period, Tenant shall not be deemed in default hereunder so long as it commences to cure such unauthorized use within said period and thereafter diligently and continuously prosecutes the same to completion; or

(b) Default in the payment of any basic rental payment and such default shall continue for ten (10) days after notice thereof is given to Tenant; or

(c) Fail to pay or cause to be paid any tax, assessment, insurance premium, lien, claim, demand, judgment or other charge provided in this Lease to be paid or caused to be paid by Tenant at the times and in the manner hereinabove provided and such breach or default shall continue for thirty (30) days after notice thereof is given to Tenant; provided, however, the foregoing shall not prejudice Tenant's right to contest any claim or lien pursuant to Article VII above; or

(d) File a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent or shall file

any petition or answer seeking or acquiescing in any reorganization, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek or consent to or acquiesce on the appointment of any trustee, receiver or liquidator or shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(e) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Tenant seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the first day of entry thereof; or any trustee, receiver, or liquidator of Tenant shall be appointed without the consent or acquiescence of Tenant and if such appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

(f) Default in the performance of or breach of any other covenant, undertaking, duty, condition or restriction provided in this Lease to be kept and performed by Tenant thirty (30) days after written notice from Landlord specifying the nature of such default or breach; provided, however, if the nature of such default or breach is such that it is incapable of being cured within said thirty (30) day period, then Tenant shall not be deemed in default under this Lease if Tenant commences to cure the same within said thirty (30) day period and thereafter diligently and continuously (taking into account the nature of the default or breach) prosecutes such cure to completion.

11.02 Remedies.

In the event of Tenant's default, Landlord may, at Landlord's option:

(a) Continue this Lease in effect without terminating Tenant's right to possession, even though Tenant has breached this Lease and abandoned the leased land; and to enforce all of Landlord's rights and remedies under this Lease, including the right to recover, by suit or otherwise, all sums and installments required to be paid in accordance with the provisions of Article IV above, or other monetary performance as it becomes due hereunder, or to enforce, by suit or otherwise, any other term or provision hereof on the part of Tenant required to be performed, it being specifically agreed that the aggregate unpaid installment indebtedness shall bear simple interest at the rate of ten (10%) percent per annum from the date thereof until paid, provided, however, that Landlord may, at any time thereafter, elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the leased land has been terminated; or

(b) By written notice to Tenant, Landlord may declare this Lease at an end, re-enter the leased land by process of the law, eject all parties in possession therof therefrom and repossess said leased land, in which event, Landlord shall have the right to recover from Tenant:

(i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;

(ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided;

(iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided;

(iv) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations hereunder or which in the ordinary course of things are likely to result therefrom; and

(v) In computing "worth at the time of award" Landlord shall be allowed interest at the rate of ten (10%) percent per annum.

The remedies of Landlord, as hereinabove provided, are cumulative and in addition to and not exclusive of any other remedy of Landlord herein given or which may be permitted by law. The remedies of Landlord are subject to the provisions of Section 6.02.

11.03 Termination on Default.

Upon such termination, Tenant, if required by Landlord so to do by written notice to Tenant, shall within sixty (60) days, cause all improvements, structures and appurtenances thereto belonging to Tenant or those claiming under Tenant, to be removed from the leased land (or the portion of the leased land being then the subject of this Lease) and Tenant shall cause any excavations to be filled and all foundations, debris and other parts to be removed and the premises thereof surrendered in a clean and orderly condition. In the event any such improvements shall not be removed within the time period as provided in this Section 11.03, the same shall, at the option of the Landlord, become the property of Landlord, without any requirement for the payment of consideration therefor; provided, however, that any such termination of this Lease shall not relieve the Tenant or its successors and assigns, if any, from liability for damages which Landlord may incur by reason of Tenant's

default in failing to remove all structures, improvements and appurtenances (excluding the aforementioned type of improvements and installations) and to remove all debris within said time period.

11.04 Quitclaim.

Upon such termination of this Lease, Tenant, following Landlord's request, shall execute, acknowledge and deliver to Landlord a quitclaim deed quitclaiming all right, title and interest of Tenant in and to the leased land.

ARTICLE XII
MISCELLANEOUS

12.01 Short Form.

This Lease shall not be recorded, but the Ground Lease (Short Form-Memorandum), in the form attached hereto as Exhibit C and by this reference made a part hereof, shall be executed and recorded by the parties hereto upon the execution of this Lease.

12.02 Landlord's Cooperation.

Landlord agrees to cooperate with Tenant in developing the leased land in the manner chosen by Tenant, including, without limitation, attending a reasonable number of meetings with Tenant and/or jurisdictional government agencies.

12.03 Construction of Lease.

The language in all parts of this Lease shall, in all cases, be construed as a whole and in accordance with its fair meaning and not restricted for or against either Landlord or Tenant. The captions of the paragraphs and subparagraphs of this Lease are for convenience only and shall not be considered or referred to in resolving questions of construction.

12.04 Severability.

If any provision of this Lease shall be adjudged to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof, the parties hereby agreeing that they would have entered into the remaining portion of this Lease notwithstanding the omission of the portion or portions adjudged invalid, void or illegal.

12.05 Relationship of the Parties.

The relationship of the parties hereto is that of Landlord and Tenant, and it is expressly understood and agreed that Landlord does not in any way nor for any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise, and that

the provisions of any agreement between Landlord and Tenant relating to rent are made solely for the purpose of providing a method whereby rental and purchase payments are to be measured and ascertained.

12.06 Notices.

Any notice to be given or other document to be delivered by either party, or all payments of rental, may be delivered in person to either party or may be deposited in the United States mail in the State of California, duly certified, return receipt requested, with postage prepaid, and addressed to the party for whom intended at the address appearing at the head of this Lease. In the event that Landlord has received notice of the hypothecation by Tenant of his leasehold estate with a mortgage, all notices to be sent by Landlord to Tenant hereunder shall be effective only if a copy thereof is sent to the Mortgagor at the address supplied to Landlord by Tenant or such Mortgagee.

Either party hereto may from time to time by written notice to the other party designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered forty-eight (48) hours after the mailing in the County of Orange, as above provided.

12.07 Attorneys' Fees.

In the event of any dispute between the parties hereto involving the covenants or conditions contained in this Lease or arising out of the subject matter of this Lease, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.

In the event Landlord is made a party to litigation arising out of acts or negligence by Tenant regarding the subject matter of this Lease, Landlord shall be entitled to recover from Tenant its reasonable expenses, attorneys' fees and costs incurred in such litigation. Tenant hereby indemnifies and agrees to hold Landlord harmless of and from all liabilities, costs and expenses arising from any such litigation.

12.08 Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the noncompliance or failure to perform by the other party hereto under the provisions of this Lease shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

12.09 Inspection.

Landlord reserves the right for Landlord and Landlord's agents and representatives to enter upon the leased land at any reasonable time following reasonable notice for the purpose of attending to Landlord's interest hereunder, and to inspect the leased premises.

12.10 Covenants and Conditions.

Each of the covenants in this Lease shall be deemed and construed as conditions and each and every covenant shall be deemed covenants running with the land.

12.11 Entire Agreement.

This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any party hereto which is not contained herein shall be binding or valid.

12.12 Non-disturbance.

No mortgage or deed of trust placed on the leased land by Landlord shall be superior to the interest of Tenant herein, unless Landlord and Tenant execute an agreement in recordable form satisfactory to the Tenant that in the event of judicial or private foreclosure, or deed in lieu of foreclosure, or any other action taken by such mortgagee or beneficiary, this Lease and the rights of Tenant hereunder shall not be disturbed by reason of any such foreclosure or other action, but shall continue in full force and effect so long as this Lease shall remain in full force and effect and that in the event of any conflict between the terms of this Lease and any such mortgage or deed of trust with regard to insurance or condemnation proceeds or any other provisions of the Lease or the mortgage or the deed of trust, the terms and provisions of this Lease shall prevail.

12.13 Estoppel Certificates.

Landlord and Tenant shall at any time and from time to time, upon not less than ten (10) days prior written request by the other party or parties to this Lease, execute, acknowledge and deliver to such party or parties a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there has been any modification thereof that the same is in full force and effect as modified and stating the modification or modifications) and that there are no defaults existing (or if there is any claimed default stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. It is expressly understood and agreed that any such statement delivered pursuant to this section may be relied upon by any prospective assignee or sublessee of the leasehold estate, or estates

May-01-02 04:24pm From-RUTAN & TUCKER LLP,

114-046-8030

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of Tenant, or any prospective purchaser of the estate of Landlord, or any lender or prospective assignee of any lender on the security of the leased land or the fee estate or any part thereof, or upon the leasehold estate of Tenant or any part thereof, and any third person.

12.14 Signs.

Tenant shall be entitled to place on the leased land such advertising signs as it deems necessary or proper for the development and marketing of the leased land.

12.15 Merger.

There shall be no merger of this Lease or the leasehold estate hereunder with the fee estate in the leased land by reason of the fact that the Lease or any interest hereunder may be held for the account of a person or entity who is the owner of the fee estate in the leased land or any portion thereof, unless a written instrument effectuating such merger is recorded.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be executed as of the day and year first above written.

HOUSER BROS. CO.
A California Limited Partnership

By Clifford C. Houser
CLIFFORD C. HOUSER,
General Partner

By Vernon F. Houser
VERNON F. HOUSER,
General Partner

"Landlord"

Robert P. Warmington

"Tenant"

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

SPRINGDALE/EDINGER
0006 0000961 0082

Cashier's Check - Customer Copy

No. 1161511203

Void After 90 Days 91-1701221
NAZ

Date 09/11/18 04:15:52 PM

Pay  **BANK OF AMERICA** SIX THOUSAND TWO HUNDRED FIFTY FIVE AND 00/100 DOLLARS**
Six Thousand Two Hundred Fifty Five and 00/100 Dollars
To The H NEWTON
Order Of
5782 PINON DR HUNTINGTON BEACH CA 92649

****\$6,255.00****

Not-Negotiable
Customer Copy
Retain for your Records

457002931717

RENTAL AGREEMENT AND/OR LEASE

| | | | |
|------------------------|-------------------------------|---|--|
| Landlord/Lessor/Agent: | <u>HENRY NEWTON</u> | | Apartment Number _____ |
| Tenant(s)/Lessee: | <u>JAMIE GALLAN</u> | | |
| Tenant(s)/Lessee: | | | |
| Apartment Number: | | | |
| Apartment Address: | <u>5782 Pinion Drive</u> | | |
| City: | <u>Huntington Bch</u> | State <u>CA</u> | Zip <u>92649</u> |
| Monthly Rental Rate: | <u>\$ 3400.00</u> | This agreement shall commence on <u>9-11-18</u> and continue: (check one below) | |
| Rental Due Date: | <u>1st</u> | <input type="checkbox"/> Month to Month Agreement <u>9-10-18</u> | |
| Security Deposit: | <u>\$ 3400.00</u> | <input checked="" type="checkbox"/> Until <u>3 year 2021</u> | at which time thereafter shall become a month to month tenancy upon written approval of the landlord. If Tenant should move from premises prior to the expiration date, he shall be liable for all the rent due until such time the apartment is occupied by a Landlord-approved resident end/or expiration of said time period, whichever is shorter. |
| Late Charge: | <u>\$ 150.00 after 5 days</u> | | |
| Parking Space: | <u>Garage</u> | | |
| Storage Space: | <u>Shed</u> | | |

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that any false statements found in RESIDENT'S application shall constitute a non-curable breach of this agreement. RESIDENT hereby agrees to complete an updated application, including a census as to the occupants in the unit upon seven days request of OWNER.

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of \$2260- and a Security Deposit of \$ 3400- for a total payment of \$ 5660. All payments are to be made payable to: Henry Newton and delivered to BANK OF AMERICA / checking acc # 00277120011 California, Telephone Number 74-1015-3574 who is usually available on the following days: _____ during the following hours: _____

3. LATE CHARGE/RETURNED CHECKS: Resident acknowledges that Owner will incur certain administrative costs in connection with a late Rental payment, and that the amount of such administrative costs would be extremely difficult or impractical to ascertain. Therefore, Parties agree that if Resident fails to pay the rent in full by the end of the 2nd day after it is due, Resident shall pay a late charge of \$ 150- per day and the parties agree that that amount is a reasonable amount for such administrative costs. Resident further agrees that such administrative costs are deemed additional rent. If Owner elects to accept rent after the tenth day after it is due, payment in a form other than by personal check may be required. Owner does not waive the right to insist on payment of rent in full on the day it is due. In the event Resident's check is dishonored by the bank for any reason, Resident shall pay a returned check charge of \$ _____ as additional rent. The same late charge stated above will be imposed as additional rent if the returned check causes the rent to be late. Owner may require future payments to be in a form other than a personal check in the event of a returned check.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposit shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except All Utilities, Cable.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period may be extended by local Rent Control Laws): _____

RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as musical instruments or other item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 400.00 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE / ACTIVITY: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet enjoyment of another RESIDENT. RESIDENT shall not violate any law or use the premises for the use, storage, possession, manufacturing or selling of illicit drugs. Said noise and/or activity shall be a breach of this Agreement.



10. **LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. **MAINTENANCE AND ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

14. **SMOKE/CARBON MONOXIDE DETECTORS:** The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.

15. **HOUSE, POOL, AND LAUNDRY RULES:** RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

16. **CHANGE OF TERMS:** The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice of Change of Terms.

17. **TERMINATION:** After expiration of the leasing period, this agreement is automatically renewed from month-to-month upon written approval of the landlord, but may be terminated by either party with a written 30-day notice of intention to terminate. If tenancy exceeds one year, the owner shall give a written 60-day notice to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

18. **POSSESSION:** If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

19. **INSURANCE:** RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

20. **RIGHT OF ENTRY AND INSPECTION:** OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

21. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

22. **PARTIAL INVALIDITY:** Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. **NO WAIVER:** OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

24. **ATTORNEY'S FEES:** If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

25. **ABANDONMENT:** California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit history may be submitted to a credit reporting agency, if you fail to fulfill the terms of your credit obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead



exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and

RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. ADDITIONS AND EXCEPTIONS:

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:

Name _____ Address _____

Phone Number _____

Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and recipiting for all notices and demands.

Name HENRY NEWTON Address 6641 BEACHVIEW DR., HUNTINGTON BEACH
Phone Number (714) 615-3574 CA 92648

Person or Entity Authorized to Receive Payment of Rent:

Name _____ Address _____

Phone Number _____

32. INVENTORY: The Apartment contains the following items for use by RESIDENT:

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

Information About Bed Bugs
 Flood Disclosure Addendum
 Lead Based Paint Disclosure
 House Rules
 Pool Rules

Pest Control/Bed Bug Addendum
 Move-in/Move-out Inspection
 Pet Agreement/Comfort Animal Addendum
 Satellite Dish Addendum
 Smoke Detector Addendum

Mold Addendum
 Smoke Free Addendum
 Parking Agreement
 Other:
 Other:

Apartment Keys
 Mailbox Keys
 Common Area Keys
 Garage Remotes

34. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

35. NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

36. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." RESIDENT'S Initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(_____) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: _____

Printed Name of Interpreter

Signature of Interpreter

Owner/Agent

HENRY NEWTON

Date

9/11/18

Date

Date

Owner/Agent

Resident

Date

Owner/Agent

Resident

Date

Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



CODES: NEW - Brand New • CLN - Clean • STN - Stained • SCR - Scratched • REP - Needs Repair • RPL - Needs Replacement
F PNT - Needs Full Paint • T/U PNT - Needs Touch-up Paint • F CLN - Needs Full Clean • T/U CLN - Needs Touch-up Cleaning

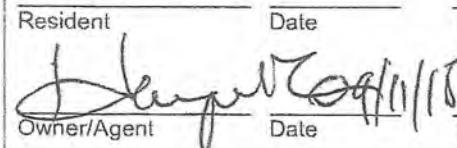
| Bathroom #1 446 | Move-In | Pre-Walk Through | Move-Out |
|---------------------------|---------------|------------------|----------|
| Walls and Ceiling | Not New paint | | |
| Floor/Floor Covering | C | | |
| Counters | C | | |
| Sink, Faucet | C | | |
| Shower/Tub, Faucet | C | | |
| Drains, Plumbing | C | | |
| Shower Door | C | | |
| Toilet, Seat | C | | |
| Caulking | C | | |
| Towel Rack(s) | Rust | | |
| Medicine Cab/Mirror | Older Rust | | |
| Exhaust Fan | | | |
| Cabinet/Linen Closet | C | | |
| Light Fixture(s), Bulb(s) | C | | |
| Light Switches, Outlets | C | | |
| Linen Closet/Cabinet | C | | |
| Door & Door Hardware | C | | |
| Window(s) & Screen(s) | C | | |
| Bathroom #2 | Not New paint | | |
| Walls and Ceiling | C | | |
| Floor/Floor Covering | C | | |
| Counters | C | | |
| Sink, Faucet | C | | |
| Shower/Tub, Faucet | C | | |
| Drains, Plumbing | C | | |
| Shower Door | C | | |
| Toilet, Seat | C | | |
| Caulking | C | | |
| Towel Rack(s) | Rust | | |
| Medicine Cab/Mirror | Rust | | |
| Exhaust Fan | Rust | | |
| Cabinet/Linen Closet | C | | |
| Light Fixture(s), Bulb(s) | C | | |
| Light Switches, Outlets | C | | |
| Linen Closet/Cabinet | C | | |
| Door & Door Hardware | C | | |
| Window(s) & Screen(s) | C | | |

| Other - List Below | Move-In | Pre-Walk Through | Move-Out |
|-------------------------|----------|------------------|------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Keys to Unit - # Issued | # Issued | | # Received |
| Front Door | | | |
| Dead Bolt | | | |
| Mailbox | | | |
| Common Area | | | |
| Remote | | | |
| Other: | | | |

*Under California State Law, the landlord may use a tenant's security deposit for four purposes:

- For unpaid rent;
- For cleaning the rental unit when the tenant moves out to make the unit as clean as it was when the tenant first moved in;
- For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests; and
- If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

The Preliminary Walk-Through (AB2330) must be conducted no sooner than two weeks prior to the actual move-out date. The purpose of this inspection is to notify the tenant what corrections must be made before the actual move-out date. This gives residents the opportunity to restore the property to its actual move-in condition to avoid deductions from their security deposit.

| MOVE-IN INSPECTION | | PRELIMINARY WALK-THROUGH | | FINAL INSPECTION | |
|---|------|--------------------------|------|------------------|------|
|  Resident | Date | Resident | Date | Resident | Date |
| Resident | Date | Resident | Date | Resident | Date |
|  Owner/Agent | Date | Owner | Date | Owner | Date |





18565 Jamboree Road, Suite 275
Irvine, CA 92612
(949) 476-5757

PRELIMINARY REPORT

Update 2

Star Commercial Properties

Our Order Number 2930005415-61

Attention: DAVID PERRY

When Replying Please Contact:

Property Address:

Martin Vique
title.orange@ortc.com
Ph:(949)476-5755
Efax:(949)266-9509
Direct line: (855) 563-3827

4476 Alderport Unit 53, Huntington Beach, CA 92649

In response to the above referenced application for a policy of title insurance, OLD REPUBLIC TITLE COMPANY, as issuing Agent of Old Republic National Title Insurance Company, hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit I attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the Homeowner's Policy of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit I. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit I of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of October 16, 2018, at 7:30 AM

OLD REPUBLIC TITLE COMPANY
For Exceptions Shown or Referred to, See Attached

Page 1 of 6 Pages

OLD REPUBLIC TITLE COMPANY
ORDER NO. 2930005415-61
Update 2

The form of policy of title insurance contemplated by this report is:

Homeowner's Policy of Title Insurance - 2013; and ALTA Loan Policy - 2006. A specific request should be made if another form or additional coverage is desired.

The estate or interest in the land hereinafter described or referred or covered by this Report is:

A CONDOMINIUM, AS DEFINED IN SECTION 783 OF THE CALIFORNIA CIVIL CODE, FOR A TERM OF YEARS AS SET FORTH IN THAT CERTAIN CONDOMINIUM SUBLICENSE RECORDED NOVEMBER 7, 1980 AS FILE NO. 8696, IN BOOK 13824 PAGE 1294, OFFICIAL RECORDS, UPON AND SUBJECT TO ALL THE PROVISIONS THEREIN CONTAINED AND AS MODIFIED THEREOF RECORDED AUGUST 28, 2003 AS INSTRUMENT NO. 03-1044770, OFFICIAL RECORDS.

Title to said estate or interest at the date hereof is vested in:

JAMIE L. GALLIAN, A SINGLE WOMAN

The land referred to in this Report is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

OLD REPUBLIC TITLE COMPANY
ORDER NO. 2930005415-61
Update 2

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53

At the date hereof exceptions to coverage in addition to the Exceptions and Exclusions in said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien, but not yet due or payable.
2. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows:

| | | |
|----------------------|---|--------------|
| Assessor's Parcel No | : | 937-630-53 |
| Code No. | : | 04-007 |
| 1st Installment | : | \$1,888.50 |
| 2nd Installment | : | \$1,888.50 |
| Land Value | : | \$197,735.00 |
| Imp. Value | : | \$121,658.00 |

NOT Marked Paid
NOT Marked Paid

3. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq., of the Revenue and Taxation Code of the State of California.
4. Water rights, claims or title to water, whether or not shown by the public records.
5. Matters in various instruments of record which contain among other things easements and rights of way in, on, over and under the common area for the purpose of constructing, erecting, operating or maintaining thereon or thereunder overhead or underground lines, cables, wires, conduits, or other devices for electricity, telephone, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and similar public or quasi-public improvements or facilities. also the right of use and enjoyment in and to and throughout the common area as well as the non-exclusive easements and rights for ingress, egress to the owner herein described.

Reference is hereby being made to various documents and maps of record for full and further particulars.

Affects the common area.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 2930005415-61
Update 2

6. The fact that the ownership of said land does not include rights of access to or from the street or highway abutting said land, such rights having been relinquished by the map of said tract.

Affects: Edinger avenue abutting common areas

Said land however, abuts upon a public thoroughfare other than the road referred to above, over which rights of vehicular ingress and egress have not been relinquished.

7. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, which provide that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : May 28, 1980 in Book 13618 of Official Records, Page 982

Modification thereof, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Recorded : August 5, 1980 in Book 13690 of Official Records, Page 1091

8. A lease affecting the premises herein described, executed by and between the parties herein named, with certain terms, covenants, conditions and provisions set forth therein.

lessor: Houser Bros, Co., a Limited Partnership
lessee: Robert P. Warrington
recorded: October 24, 1980 in book 13803, page 640, official records

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

9. We find no open Deeds of Trust of record. Please verify by inquiry of Escrow Personnel and/or Agents whether or not we have overlooked something and advise the Title Department accordingly prior to closing.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 2930005415-61
Update 2

10. Abstract of Judgment for the amount herein stated and any other amounts due.

| | | |
|----------|---|--|
| Creditor | : | TD Bank |
| Debtor | : | Jamie L. Gallian |
| Entered | : | October 4, 2016 |
| Court | : | Superior Court of California County of Orange |
| Case No. | : | 30-2013-00863489-CL-CL-CJC |
| Amount | : | \$2,179.25 |
| Dated | : | February 10, 2017 |
| Recorded | : | March 9, 2017 in Official Records as Instrument Number 2017-00096952 |

11. Abstract of Judgment for the amount herein stated and any other amounts due.

| | | |
|----------|---|---|
| Creditor | : | Capital One Bank |
| Debtor | : | Jamie L. Galiian |
| Entered | : | August 15, 2017 |
| Court | : | Superior Court of California County of Orange |
| Case No. | : | 30-2017-00925831-CL-CL-CJC |
| Amount | : | \$4,332.92 |
| Dated | : | August 17, 2017 |
| Recorded | : | September 6, 2017 in Official Records as Instrument Number 2017-000378355 |

12. The requirement that this Company be provided with an opportunity to inspect the land. The Company reserves the right to make additional exceptions and/or requirements upon completion of its inspection.

13. The Homeowner's Policy applies only if each insured named in Schedule A is a Natural Person (as Natural Person is defined in said policy). If each insured to be named in Schedule A is not such a Natural Person, contact the Title Department immediately.

14. The effect of instruments, proceedings, liens, decrees or other matters which do not specifically describe said land but which, if any do exist, may affect the title or impose liens or encumbrances thereon. The name search necessary to ascertain the existence of such matters has not been completed and, in order to do so, we require a signed Statement of Identity from or on behalf of Jamie L. Gallian.

OLD REPUBLIC TITLE COMPANY
ORDER NO. 2930005415-61
Update 2

----- **Informational Notes** -----

- A. The applicable rate(s) for the policy(s) being offered by this report or commitment appears to be section(s) 1.1 and 2.1.
- B. The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association loan form policy:

NONE

NOTE: Our investigation has been completed and there is located on said land a condominium known as 4476 Alderport Unit 53, Huntington Beach, CA 92649.

The ALTA loan policy, when issued, will contain the CLTA 100 Endorsement and 116 series Endorsement.

Unless shown elsewhere in the body of this report, there appear of record no transfers or agreements to transfer the land described herein within the last three years prior to the date hereof, except as follows:

NONE

- C. All transactions that close on or after March 1, 2015 will include a \$20.00 minimum recording service fee, plus actual charges required by the County Recorder.

ORDER NO. : 2930005415

EXHIBIT A

The land referred to is situated in the County of Orange, City of Huntington Beach, State of California, and is described as follows:

PARCEL 1:

UNIT 53, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN AND DEFINED ON THAT CERTAIN CONDOMINIUM PLAN {"THE CONDOMINIUM PLAN"}, RECORDED OCTOBER 18, 1979 IN BOOK 13358 PAGE 1193, ET SEQ., OFFICIAL RECORDS.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE OR THE SUBSURFACE OF SAID LAND ABOVE A DEPTH OF 500 FEET, AS PROVIDED IN INSTRUMENTS OF RECORD.

PARCEL 2:

AN UNDIVIDED 1/80TH INTEREST IN AND TO LOTS 1 AND 2 OF TRACT NO. 10542, IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 456 PAGES 49 AND 50 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY TOGETHER WITH THOSE PORTIONS OF THE COMMON AREA AS SHOWN AND DEFINED ON THE CONDOMINIUM PLAN, CONSISTING OF BUILDINGS AND OTHER IMPROVEMENTS.

EXCEPTING THEREFROM CONDOMINIUM UNITS 1 THROUGH 80 INCLUSIVE, LOCATED THEREON.

PARCEL 3:

AN EXCLUSIVE EASEMENT FOR THE USE AND OCCUPANCY OF THOSE PORTIONS OF RESTRICTED COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN FOR ENTRY AND STAIRCASES AND ATTIC SPACE RELATING TO SAID UNIT.

PARCEL 4:

NON-EXCLUSIVE EASEMENT AND RIGHT TO USE THOSE PORTIONS OF THE COMMON AREA AS DEFINED ON THE CONDOMINIUM PLAN, EXCEPT RESTRICTED COMMON AREA.

APN: 937-630-53

✉ Jamie Gallian Ⓛ

Payoff Target

To: 

[Check Image](#)

JAMIE LYNN GALLIAN
4476 ALDERPORT DR
HUNTINGTON BEACH, CA 92649
(714)321-3449

082718

August 27 2018

DATE

PAY TO THE ORDER OF CIR Law Offices

\$ 2,308.00

Two Thousand Three Hundred Eight Dollars and 00 Cents

BANK OF AMERICA, N.A.
HENRICO, VA 23228

SIGNATURE NOT REQUIRED

Your depositor has authorized this payment to payee
Payee to hold you harmless for payment of this document
This document shall be deposited only to the credit of payee

File# 3643401
FOR Trust: TTT

1210003581 3250933082718 082718

Jamie Gallian
Sent from my iPhone

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

HUNT & HENRIQUES
ATTORNEYS AT LAW
151 BERNAL RD, STE 8
SAN JOSE, CA 95119

Recorded in Official Records, Orange County

Hugh Nguyen, Clerk-Recorder



93.00

* \$ R 0 0 1 0 3 7 4 0 9 5 \$ *

2018000351111 8:37 am 09/26/18

105 410 A45 4

0.00 0.00 0.00 0.00 9.00 0.00 0.000.0075.00 3.00

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

EJ-100

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number)
After recording, return to:Hunt & Henriques, Attorneys at Law
Michael S. Hunt #99804 | Janalie Henriques #111589
151 Bernal Road Suite 8
San José CA 95119-1306

TEL NO: 800-680-2426 FAX NO (optional) 408-362-2299

E-MAIL ADDRESS (Optional) info@huntherniques.com

ATTORNEY JUDGMENT
FOR CREDITOR ASSIGNEE
OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS 700 Civic Center Drive West, Rm D-110

MAILING ADDRESS:

CITY AND ZIP CODE Santa Ana CA 92701

BRANCH NAME: Central Justice Center, Civil Division

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF CAPITAL ONE BANK (USA), N.A.

CASE NUMBER:

DEFENDANT JAMIE L GALLIAN

30-2017-00925831-CL-CL-CJC

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

FULL PARTIAL MATURED INSTALLMENT

FOR COURT USE ONLY

1. Satisfaction of the judgment is acknowledged as follows:

a. Full satisfaction

(1) Judgment is satisfied in full.
(2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.

b. Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. Matured installment

All matured installments under the installment judgment have been satisfied as of (date).

2. Full name and address of judgment creditor:

Capital One Bank (USA), N.A. % Hunt & Henriques
151 Bernal Road, Suite 8 San José CA 95119-1306

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:^{*}

JAMIE L GALLIAN
4476 ALDERPORT DR. HUNTINGTON BEACH CA 92649-2288

5. a. Judgment entered on (date): August 15, 2017

b. Renewal entered on (date):

6. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY
ORANGE

DATE OF RECORDING
09/06/2017

INSTRUMENT NUMBER
2017000378355

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date:

SEP 12 2018

Donald Sherrill #266038

(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use
Judicial Council of California
EJ-100 (Rev. July 1, 2014)

DD00029B

ACKNOWLEDGEMENT OF SATISFACTION OF JUDGMENT



Page 1 of 1
Code of Civil Procedure § 1400
724 120 24 250
1208212.001

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not to the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On SEP 12 2018 before me, Mary Mackenzie, notary public
(insert name and title of the officer)

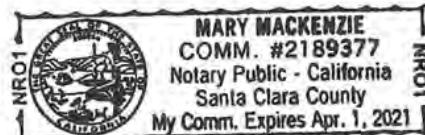
personally appeared Donald Sherrill #266038,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



Optional Section

Acknowledgment of Satisfaction of
 Judgment
Release of Judgment Lien

Other: _____

Case / Reference #: _____

Date of Doc: _____

PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE CENTRAL JUSTICE CENTER, CIVIL DIVISION

Re: Capital One Bank (USA), N.A. v. JAMIE L GALLIAN
Court Case Number: 30-2017-00925831-CL-CL-CJC

I am a citizen of the United States and employed in the County of Santa Clara, State of California; I am over the age of 18 years and not a party to the within entitled action; my business address is 151 Bernal Road Suite 8, San José, California 95119-1306.

On SEP 13 2018, I served the foregoing documents, described as **ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT** on the interested parties to said action by the following means:

(By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, for collection and mailing on that date following ordinary business practices, in the United States Mail at the offices of Hunt & Henriques, California, addressed as shown below. I am readily familiar with this business's practice for collection and processing of correspondence for mailing with the U.S. Postal Service, and in the ordinary course of business correspondence would be deposited with the U.S. Postal Service the same day it was placed for collection and processing.

(By Mail) By placing a true copy thereof, enclosed in a sealed envelope with postage thereon fully prepaid, in the United States Mail at San José, California, addressed as shown below.

(By Hand Delivery) By causing a true copy thereof, enclosed in a sealed envelope, to be delivered by hand to the addresses shown below.

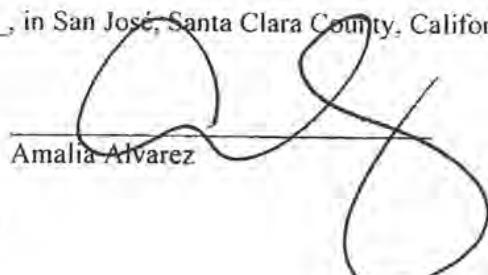
(By Personal Service) By personally delivering a true copy thereof, enclosed in a sealed envelope, to the addresses shown below.

(By Overnight Delivery) By placing a true copy thereof, enclosed in a sealed envelope, with delivery charges prepaid, to be sent by _____, addressed as shown below.

(By Facsimile Transmission) By transmitting a true copy thereof by facsimile transmission from facsimile number (408) 362-2299, to the interested parties to said action; the transmission was reported as complete and without error, and a copy of the transmission report, which was properly issued by the transmitting facsimile machine, is attached hereto and incorporated herein by reference. Said documents were transmitted to the interested parties as shown below at _____ a.m. / p.m.

I declare under penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the Bar of this Court at whose direction the service was made.

Executed on SEP 13 2018, in San José, Santa Clara County, California.



Amalia Alvarez

NAME AND ADDRESS OF EACH PERSON SERVED:

JAMIE L GALLIAN
4476 ALDERPORT DR
HUNTINGTON BEACH CA 92649-2288



Shari L. Freidenrich, CPA
Orange County Treasurer - Tax Collector
P.O. Box 1438 • Santa Ana, CA 92702-1438
620 N. Main Street, Building 11, Room 650, Santa Ana
Office Hours: 8:00 AM-5:00 PM Monday - Friday
Phone Number: 714.707.5010 FAX: (714) 834-5111
ocgov.com/octaxbill

2018-19 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

0000442-0000442 STMT 740701 OCT026
BWNLBHV *****AUTO**ALL FOR AADC 926
#9376 3053 0020 183#



HOUSER BROS CO
GALLIAN JAMIE L
4476 ALDERPORT DR UNIT 53
HUNTINGTON BEACH CA 92649-2288



WATER OF FLUORIDE AS OF 12/2017 AS OF JANUARY 1, 2018

HOUSER BROS CO

CORRECTED SECURED TAX BILL

DID YOU KNOW?

Sign up to receive a text/email due date reminder at ocgov.com/taxreminder

Pay online at ocgov.com/octaxbill to receive same day credit, no service fee by eCheck and an emailed receipt.

Mailed payments must have a USPS postmark on or before the last timely payment date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Major construction has eliminated close parking to our office - please pay online!

4476 ALDERPORT 53 HUNTINGTON BEACH

ASSESSMENT VALUES & ITEM NUMBER OF PROPERTY

| DESCRIPTION | FULL VALUE | COMPUTED TAX |
|------------------------------|-------------|--------------|
| LAND | 197,735 | |
| IMPROVEMENTS - BUILDING | 121,658 | |
| TOTAL VALUES: | 319,393 | 3,853.78 |
| HOMEOWNER EXEMPTION | -7,000 | -76.78 |
| TOTAL NET TAXABLE VALUE: | 312,393 | 3,777 |

| DATE OF PAYMENT | TAX ASSESSMENT | AMOUNT DUE | AMOUNT PAID | AMOUNT DUE |
|-----------------|----------------|------------|-------------|------------|
| 937-630-53 | 04-007 | \$1,888.50 | + | \$1,888.50 |

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

NOTICE APPROVED TAXES AND SPECIAL ASSESSMENTS

| NAME OF AGENCY | TYPE | VALUE | TAXES |
|------------------------------------|---------------|---------|----------|
| BASIC LEVY RATE | 1.00000 | 312,393 | 3,123.93 |
| COAST COMM COLLEGE DIST | .03052 | 312,393 | 95.34 |
| OCEAN VIEW SD 2016, SR 2017A | .02404 | 312,393 | 75.10 |
| HUNTINGTON BCH UNION HS | .02388 | 312,393 | 74.60 |
| HUNTINGTON BEACH EMPLOYEE RETIREME | .01500 | 312,393 | 46.86 |
| METRO WATER D-MWDOC | .00350 | 312,393 | 10.93 |
| SPECIAL ASSESSMENT CHARGES | | | |
| MOSQ. FIRE ANT ASSMT | (800)273-5167 | | 4.49 |
| VECTOR CONTROL CHG | (800)273-5167 | | 0.67 |
| MWD WATER STDBY CHG | (866)807-6864 | | 10.08 |
| OCSD SEWER USER FEE | (714)593-7281 | | 335.00 |

Enrollment date 10/04/18.

| PHONE NO. | |
|---------------|--------|
| (800)273-5167 | 4.49 |
| (800)273-5167 | 0.67 |
| (866)807-6864 | 10.08 |
| (714)593-7281 | 335.00 |

ORDER # REVISION 01 DATE 08/30/18 2018 CORRECTION OF ASSESSOR ASMNT INFO

TOTAL CHARGED 1,09694 3,777.00

Corrected Billing

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$26.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON
RETAIN TOP PORTION FOR YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT



Shari L. Freidenrich, CPA
Orange County Treasurer - Tax Collector
P.O. Box 1438 • Santa Ana, CA 92702-1438
1625 N. Rose Street, Building 11, Room 650, Santa Ana
Office Hours: 8:00 AM-5:00 PM Monday - Friday
Phone Hours: 9:00 AM-5:00 PM (714) 634-3411
www.ocgov.com/taxbill

2017-18 SECURED PROPERTY TAX BILL

For Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

0015097-2015017 STMT----- 6-8869 OCT013
#BWNLBHV *****AUTO**5-DIGIT 92649
#9376 3053 2017 4#

HOUSER BROS CO
GALLIAN JAMIE L
4476 ALDERPORT DR UNIT 53
HUNTINGTON BEACH CA 92649-2288



OWNER OF RECORD AS OF 12:01 AM JANUARY 1, 2017

HOUSER BROS CO
GALLIAN, JAMIE L

DID YOU KNOW?

Don't wait in line, pay online at ocgov.com/octaxbill, receive same day credit and an emailed receipt. There is no cost to pay by eCheck! Also, due to construction, parking at the Civic Center is not close to our office.

Mailed payments must have a USPS postmark on or before the delinquent date. If you wait until the last day to mail your payment, get your envelope hand-stamped with a postmark to ensure it is timely.

Sign up to receive a due date reminder email at ocgov.com/taxreminder.

PROPERTY LOCATION

4476 ALDERPORT 53 HUNTINGTON BEACH

| APPROXIMATE TAXES DUE (IN MILLIONS) AS OF JANUARY 1, 2017 | | |
|---|----------------|-----------------|
| DESCRIPTION | FULL VALUE | COMPUTED TAX |
| LAND | 193,858 | |
| IMPROVEMENTS - BUILDING | 115,559 | |
| TOTAL VALUES: | 309,417 | 3,752.48 |
| TOTAL NET TAXABLE VALUE: | 309,417 | 3,752.48 |

| PARCEL NO (APN) | TAX RATE AREA | THE TAX DUE 1/1/17 | AMOUNT PAYABLE 2/1/18 | TO PAY BOTH INSTALLMENTS BY 12/1/18 |
|-----------------|---------------|--------------------|-----------------------|-------------------------------------|
| 937-630-53 | 04-007 | \$1,876.24 | +\$1,876.24 | = \$3,752.48 |

IMPORTANT INFORMATION

If you sold this property or no longer own it, you can disregard this bill. Property taxes are the responsibility of the new owner. Contact the Office of the Assessor at (714) 834-2727 regarding ownership changes.

LOCATED ON AP 178-771-03

| SERVICE AUTHORITY | VOTED PROPERTY TAXES AND UNPAID CHARGES | | |
|---|---|---------|------------------|
| | RATE | VALUE | TAXES |
| BASIC LEVY RATE | 1.00000 | 309,417 | 3,094.16 |
| COAST COMM COLLEGE DIST | .03145 | 309,417 | 97.31 |
| OCEAN VIEW SD 2015, SR 2017A | .02703 | 309,417 | 83.63 |
| HUNTINGTON BCH UNION HS | .02403 | 309,417 | 74.35 |
| HUNTINGTON BEACH EMPLOYEE RETIREMENT FUND | .01500 | 309,417 | 46.42 |
| METRO WATER D-MWDOC | .00350 | 309,417 | 10.83 |
| SPECIAL ASSESSMENT CHARGES | | | PHONE NO. |
| MOSQ. FIRE ANT ASSMT | | | (800)273-5167 |
| VECTOR CONTROL CHG | | | (800)273-5167 |
| MWD WATER STDBY CHG | | | (866)807-6864 |
| OCSD SEWER USER FEE | | | (714)593-7281 |
| TOTAL CHARGED | 1.10101 | | 3,752.48 |

FOR DETAILS OF TAX TYPES, VISIT OUR WEBSITE AT OCGOV.COM/OCTAXBILL

THERE WILL BE A \$25.00 FEE FOR EACH PAYMENT RETURNED UNPAID BY YOUR BANK FOR ANY REASON.
RETAIN THIS PORTION OF YOUR RECORDS - IF PAYING BY CHECK, YOUR CANCELLED CHECK IS YOUR RECEIPT OR PAY ONLINE AND RECEIVE AN EMAILED RECEIPT.

BS-INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal
Date: 06/19/17

**Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649**

Payment: _____

JUL-SEP 2017 3RD QTR GROUND RENT
DELINQUENT IF NOT RECEIVED BY JULY 10, 2017

| Date | Description | Charges | Payments | Balance |
|-------------|--|----------------|-----------------|-------------------|
| 07/01/17 | Balance Forward Ground Rent (07/2017) | 2,144.73 | | -2,144.73 0.00 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|----------------|----------------|----------------|----------------|-------------------|
| 0.00 | 0.00 | -2,144.73 | 0.00 | 0.00 |

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 09/14/17

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Payment: _____

4th QTR - Oct-Dec 2017
DELINQUENT IF NOT RECEIVED BY 10/10/2017

| Date | Description | Charges | Payments | Balance |
|----------|--|----------|----------|------------------|
| 10/01/17 | Balance Forward Ground Rent (10/2017) | 2,144.73 | | 0.00 2,144.73 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 2,144.73 |

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 12/18/17

**Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649**

Payment: _____

1st QTR Jan-Mar 2018
Delinquent if not received by January 10, 2018

| Date | Description | Charges | Payments | Balance |
|---|--|----------|----------|------------------|
| 01/01/18 | Balance Forward Ground Rent (01/2018) | 2,211.22 | | 0.00 2,211.22 |
| 1st QUARTER 2018 GROUND RENT (\$2,144.73 + \$66.49 CPI INCREASE) TOTAL = \$2,211.22 | | | | |

ENCLOSURES:

- (1) Schedule entitled "Calculation of Rent Increase 1/1/2018" (see reverse side)
- (2) U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index
- (3) Excerpt from First Amendment to Condominium Sublease

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to: **BS INVESTORS-GABLES HB**

Thank you and Happy Holidays from
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 2,211.22 |

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal

Date: 03/15/18

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Payment: _____

2nd QTR Apr-Jun 2018
Delinquent if not received by April 10, 2018

| Date | Description | Charges | Payments | Balance |
|----------|--|----------|----------|------------------|
| 04/01/18 | Balance Forward Ground Rent (04/2018) | 2,211.22 | | 0.00 2,211.22 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 2,211.22 |

BS INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement

Account: ghb - 053 - 053gal
Date: 06/15/18

**Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649**

Payment: _____

Jul-Sep 2018 Quarterly Ground Rent
Delinquent if not received by July 10, 2018

| Date | Description | Charges | Payments | Balance |
|----------|--|----------|----------|-------------------|
| 07/01/18 | Balance Forward Ground Rent (07/2018) | 2,211.22 | | -0.78 2,210.44 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 2,210.44 |

BS-INVESTORS - HB GABLES

c/o Triage Management Inc | 949.250.0700
1340 Reynolds Ave, Ste 116
Irvine, CA 92614

Statement
Account: ghb - 053 - 053gal
Date: 09/15/18

Jamie Gallian
4476 Alderport Drive
Huntington Beach, CA 92649

Payment: _____

Oct-Dec 2018 Quarterly Ground Rent
Delinquent if not received by Oct 10, 2018

| Date | Description | Charges | Payments | Balance |
|----------|--|----------|----------|------------------|
| 10/01/18 | Balance Forward Ground Rent (10/2018) | 2,211.22 | | 0.00 2,211.22 |

The terms of your Condominium Sublease require that your quarterly ground rent payments be kept current to avoid default on your Sublease.

Your account becomes delinquent after the 10th day of the first month of the quarter. Delinquent accounts will be subject to a late fee, interest, and if applicable, collection costs and legal fees.

Delinquent accounts will be handled as follows: A SIXTY DAY NOTICE TO PAY OR QUIT will be served at your property and copies sent to all lenders of record. If you are served and fail to pay the amount demanded in the Notice (plus interest, fees and costs) or to vacate and deliver the premises to the person or entity identified in the Notice within sixty (60) days of service of the Notice upon you, our attorney will commence legal proceedings against you to (1) declare a forfeiture of the Sublease; (2) recover possession of the Premises; (3) recover the rent/costs demanded therein, (4) recover damages for each day that you occupy the Premises after the Notice, plus any additional costs or legal fees.

We have included a remittance invoice and return envelope for your convenience. Please make your check payable to:

BS INVESTORS-GABLES HB

Thank you
Triage Management

| Current | 30 Days | 60 Days | 90 Days | Amount Due |
|---------|---------|---------|---------|------------|
| 0.00 | 0.00 | 0.00 | 0.00 | 2,211.22 |

Title Chain & Lien Report

4476 Alderport Dr #53, Huntington Beach, CA 92649-2288

APN: 937-630-53

Orange County Data as of: 07/14/2020

| Search Start Date: | 01/01/1967 | Start Date: | 01/01/1967 | Document # | Doc Ref. |
|--------------------|---|--------------------|--------------------|-------------|----------|
| Search End Date: | 08/03/2020 | End Date: | 08/03/2020 | | |
| Date | Type | Grantor | Grantee | | |
| 11/07/1980 | Plat, County Miscellaneous Plat | Houser Bros | Warmington Robert | 13824.1253 | |
| 11/07/1980 | Plat, County Miscellaneous Plat | Warmington Robert | Robert P Warmingto | 13824.1256 | |
| 11/07/1980 | Lease | Houser Bros | Warmington Robert | 13824.1259 | 121726 |
| 03/22/1983 | Assignment Of Lease Or Sublease | Turner John F | Cal State | 1983.121726 | |
| 11/07/1980 | Lease | Warmington Robert | Turner John F | 13824.1274 | 331538 |
| 05/22/2007 | Assignment Of Lease Or Sublease | Walther Virginia | Rider Lany W | 2007.331538 | |
| 11/07/1980 | Deed | Robert P Warmingto | Warmington Robert | 13824.1291 | |
| 11/07/1980 | Deed | Robert P Warmingto | Turner John F | 13824.1294 | |
| 11/07/1980 | Deed Of Trust | Turner John F | 4476 Alderport | 13824.1299 | 160268 |
| 04/18/1983 | Assignment | | | 1983.160268 | |
| 11/07/1980 | Plat, County Miscellaneous Plat | Houser Bros | Warmington Robert | 13824.1306 | |
| 11/07/1980 | Plat, County Miscellaneous Plat | Warmington Robert | Robert P Warmingto | 13824.1309 | |
| 01/25/1982 | Lien | Turner John F | | 1982.28038 | 229508 |
| 04/27/1987 | Release | Turner John F | | 1987.229508 | |
| 03/22/1983 | Deed Of Trust | Turner John F | Cal State | 1983.121725 | 158849 |
| 04/15/1983 | Request For Notice | | | 1983.158849 | |
| 09/15/1986 | Assignment | | | 1986.422792 | |
| 02/03/1987 | Office Information, (Additional Document Information) | Ticor | | N/A | |
| 04/23/1987 | Deed Of Trust | Turner John F | Mercury Sav | 1987.223072 | 452800 |
| 08/22/1991 | Assignment | | | 1991.452800 | |
| 04/27/1987 | Substitution Of Trustee | | | 1987.229509 | |
| 04/27/1987 | Reconveyance | | | 1987.229510 | |
| 04/27/1987 | Assignment | Cal State | Turner John F | 1987.229511 | |
| 08/20/1987 | Reconveyance | | | 1987.473448 | |
| 09/24/1998 | Assignment Of Lease Or Sublease | G HB Investors | Werfin Trust | 1998.644009 | |
| 09/24/1998 | Assignment Of Lease Or Sublease | Werfin Trust | Brief Trust | 1998.644010 | |
| 07/23/1999 | Assignment Of Lease Or Sublease | Ghb Investors & | BS Investors LLC | 1999.542301 | |

RECORDING REQUESTED BY:

**Mr. Randy Nickel
4476 Alderport Drive
Huntington Beach, CA 92649**

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



96.00

* \$ R 0 0 1 0 4 4 6 0 2 6 \$ *
2018000395579 2:35 pm 10/31/18

227 415 A34 5
0.00 0.00 0.00 0.00 12.00 0.00 0.000.0075.00 3.00

MAIL TAX STATEMENTS TO:

**Mr. Randy Nickel
4476 Alderport Drive.
Huntington Beach, CA 92649**

Lease from Present to 2059

TITLE OF DOCUMENT: ASSIGNMENT OF CONDOMINIUM SUBLEASE

WHEN RECORDED MAIL TO:

(Assignee's Name & Address)
MR. RANDALL L. NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649

Mail tax statements to:

MR. RANDALL L NICKEL
4476 ALDERPORT DRIVE
HUNTINGTON BEACH, CA 92649

(Space Above this Line for Recorder's Use)

ASSIGNMENT OF GROUND LEASE & CONDOMINIUM SUBLEASE

No Consideration. Term of Lease Less Than 99 years.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain GROUND LEASE also known as the MASTER LEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 499 inclusive.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF MASTER LEASE dated November 7, 1980 for that certain MASTER LEASE dated October 19, 1979; recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Pg(s) 1253-1255, **Instrument No. 8691.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into that certain SUBLEASE dated October 19, 1979, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13424, Page 504, inclusive, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California as shown on Miscellaneous Map(s) recorded in Book 456, Page(s) 49 and 50, in the Office of the Orange County, California Clerk Recorder.

WHEREAS

HOUSER BROS. CO., a limited partnership, as Landlord and ROBERT P. WARMINGTON, as Tenant, entered into a PARTIAL CANCELLATION OF SUBLEASE dated October 19, 1979; for that certain SUBLEASE dated November 7, 1980, a Short Form Memorandum recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1256-1258, with respect to those portions of Lots 1 and 2 of Tract No. 10542 in the City of Huntington Beach, California recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, in the Office of the Orange County, California Clerk Recorder, **Instrument No. 8692;

WHEREAS

For valuable consideration, receipt of which is hereby acknowledged, the undersigned JAMIEL GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain MASTER LEASE/ Ground Lease, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1259-1273, **Instrument No. 8693;

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE, dated August 1, 1980, by and between ROBERT P. WARMINGTON, as Landlord, and JOHN F. TURNER AND VIRGINIA H. TURNER, HUSBAND AND WIFE AS JOINT TENANT, recorded on November 7, 1980, Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1274-1290, **Instrument No. 8694;

As amended by the FIRST AMENDMENT TO CONDOMINIUM SUBLEASE effective January 1, 2003, recorded in the Office of the Orange County, California Clerk Recorder as Document No. 2003-001044770 on August 28, 2003.

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property all right, title and interest of the undersigned, as Tenant, in and under that certain CONVEYANCE OF REMAINDER INTEREST, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1291-1293, **Instrument No. 8695;

JAMIE L GALLIAN, hereby transfers and assigns to RANDALL L NICKEL, a married man, as his sole and separate property, all right, title and interest of the undersigned, as Tenant, in and under that certain CONDOMINIUM SUBLEASE (SHORT FORM – MEMORANDUM AND GRANT DEED, dated November 7, 1980, recorded in the Office of the Orange County, California Clerk Recorder in Book 13824, Pg(s) 1294-1298, **Instrument No. 8696.

DATED: 10/31/18


ASSIGNEE JAMIE L GALLIAN

STATE OF CALIFORNIA)
) ss.

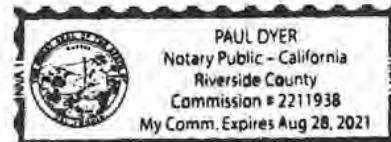
COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018, before me, Paul Dyer, Notary Public
Personally appeared Jamie L. Gallian,
Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(This space for Notary Seal)

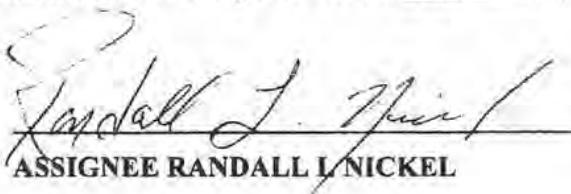

Signature of Notary Public

ASSIGNMENT OF CONDOMINIUM SUBLICENSE
ACCEPTANCE AND AGREEMENT

The undersigned Assignee named in the foregoing Assignment hereby Accepts said Assignment and hereby agrees with for the benefit of the Master Lessor, Sublessor/Landlord, Tenant and under the Original Condominium Sublease commonly referred to throughout this document as "Condominium Sublease", described in said Assignment, to keep, perform and be bound by all the terms, covenants and conditions contained in said Condominium Sublease and as amended by the First Amendment to Condominium Sublease on the part of the Master Lessor, Sublessor/Landlord and Condominium Sublease Tenant therein to be kept and performed, to all intents and purposes as though the undersigned Assignee was the Original Condominium Sublease Tenant there under.

Assignee agrees to pay Sublessor/Landlord a late fee equal to 6% of any rent or other payment due under the Condominium Sublease, which is not received by Sublessor/Landlord within ten (10) days of its due date. Said late fee is in addition to the interest due on unpaid installment indebtedness of 10% as provided in Article 17(A) of the Condominium Sublease. The undersigned Assignee agrees to pay attorneys fees and costs incurred by Landlord to collect rent or other payment under the Condominium Sublease or to otherwise enforce Sublessor/Landlord rights under the Condominium Sublease.

DATED: 10/31/18


ASSIGNEE RANDALL L NICKEL

STATE OF CALIFORNIA)
) ss.

COUNTY OF ORANGE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On 10/31/2018 before me, Paul Dyer, Notary Public,
Personally appeared Randall L. Nickel,

Who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

(This space for Notary Seal)

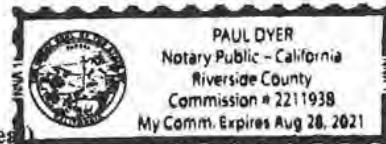


EXHIBIT A (LEGAL)

The estate or interest in the land described:

A Ground leasehold and Condominium Sublease hold estate as to Parcels 1 and 2, said estate being more particularly described as the Lessees' interest under that certain Ground Lease set forth in subparagraph (A) herein below:

(A) That certain Ground Lease dated August 1, 1980, executed by Houser Bros. Co, A Limited Partnership organized under the Laws of the State of California, in which Clifford C. Houser and Vernon F. Houser constitute the sole General Partners, as Landlord, and by Robert P. Warmington, as Tenant, for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1259-1273**
APN: 937-63-053, Unit 53.

(B) That certain Condominium Sublease dated August 1, 1980, executed by Robert P. Warmington, as Sub-lessee and John F. Turner and Virginia H. Turner (Original Sublessee) for the term ending December 31, 2059. Upon the Terms, Covenants and Conditions therein contained, recorded as follows in Official Records of said Orange County: **Book 13824 Page 1274-1290**
APN: 937-63-053, Unit 53.

All that certain land interest situated in the State of California, County of Orange and is described as follows:

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as Tenants in Common in the Common Area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Map, records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said Land without the right of surface entry above the depth of 500 feet from the surface, as reserved in deeds of record.

Parcel 3:

Those portions of Unit 53, building 14, inclusive, as shown and defined on the Condominium Plan, Consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Order No. 210-2010875-15



Orange Coast Title Company of Southern California -

Inland Empire Division

1845 Business Center Drive, Suite 218
San Bernardino, CA 92408
909-825-8800

PRELIMINARY REPORT

Mellor Law Firm
6800 Indiana Ave Suite 222
Riverside, CA 92506

Attention: Judy Taylor Your no.: 4476
Property address: 4476 Alderport, #53, Huntington Beach, CA 92649 Order no.: 210-2010875-15
Dated: June 5, 2019

In response to the above referenced application for a policy of title insurance, Orange Coast Title Company of Southern California - Inland Empire Division hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit B attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit B. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit B of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of May 22, 2019 at 7:30 AM

A handwritten signature in black ink, appearing to read "Greg Guillotta".

Greg Guillotta, Title Officer
Ph: 909-825-8800
Email: unit15@octitle.com

Order No. 210-2010875-15

The form of policy of title insurance contemplated by this report is:

A.L.T.A Homeowner's Policy (2/03/10) and A.L.T.A. Loan Policy (06-17-06)

The Policy of Title Insurance, if issued, will be underwritten by: Real Advantage Title Insurance Company, a subsidiary of Orange Coast Title Company. See attached disclosure.

NOTE: The premium for a policy of Title Insurance, if issued, will be based on:

A liability of TBD Subject to any filed rate increases and/or changes in the liability.

Schedule "A"

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records

Title to said estate or interest at the date hereof is vested in:

Randall L. Nickel, a married man, as his sole and separate property

The land referred to in this report is situated in the City of Huntington Beach, the County of Orange, State of California, and is described as follows:

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

Order No. 210-2010875-15

Parcel 3:

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

Assessor's Parcel Numbers(s): 937-630-53

Page 3

Schedule "B"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1 General and Special taxes for the fiscal year 2019-2020, including any assessments collected with taxes. A lien not yet payable.

First installment due and payable 11/01/2019, delinquent if not paid by 12/10/2019
Second installment due and payable 02/01/2020, delinquent if not paid by 04/10/2020

2 General and Special taxes for the fiscal year 2018-2019, including any assessments collected with current taxes.

| | |
|-----------------|-----------------------------------|
| Total amount | \$3,777.01 |
| 1st installment | \$1,888.51, paid with penalty |
| Penalty | \$188.85 (after 12/10/2018) |
| 2nd installment | \$1,888.50, paid |
| Penalty | \$211.85 (after 4/10/2019) |
| Code area | 04-007 - City of Huntington Beach |
| Parcel No. | 937-630-53 |
| Exemption | \$not shown |

NOTE: Taxes above mentioned have all been paid and are reported for proration purposes only.

3 Supplemental taxes including special assessments and/or personal property taxes if any, for the fiscal year 2018 - 2019.

| | |
|------------------|-----------------|
| Total amount | 0.00 |
| 1st installment: | 0.00 No tax due |
| 2nd installment: | 0.00 No tax due |
| Parcel no. | 937-630-53.0100 |

4 The Lien of future supplemental taxes, if any, assessed pursuant to the provisions of section 75, et seq of the revenue and taxation code of the State of California

5 Easements for ingress and egress, parking, pipeline, drainage, sanitary sewers, public utilities, slopes and rights incidental thereto, as disclosed by instruments of record and the map of said tract, affecting only the common area shown in that certain condominium plan recorded 10/18/1979, in Book 13358 Page 1193, of Official Records.

6 Matters in an instrument which among other things may contain or make provisions for assessments and liens and the subordination thereof; provisions relating to partition; restrictions on severability of component interests; provisions for certain easements and/or encroachments; and containing covenants, conditions and restrictions which provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or Deed of Trust in good faith and for value, recorded 5/28/1980, in Book 13618 Page 982, Official Records, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under chapter 42, section 3604 of the United States code or (b) relates to handicap but does not discriminate against handicapped persons.

"NOTE: section 12955 of the government code provide the following: if this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12955 of the government code. Lawful restriction under state and federal law on the age of occupants in senior housing for older persons shall not be construed as restriction based on familial status."

Notwithstanding the mortgagee protection clause contained in the above mentioned covenants, conditions and restrictions, they provide that the liens and charges for upkeep and maintenance are subordinate only to a first mortgage.

Said instrument may provide for levying regular as well as special assessments.

An instrument declaring a modification thereof was recorded 8/5/1980, in Book 13690 Page 1091, Official Records

Order No. 210-2010875-15

7 Any assessments due the current managing Association(s),
8 A Lease of said land upon the terms, covenants and provisions therein provided
Recorded: 10/24/1980, in Book 13803 Page 640 , Official Records.
Dated: 8/1/1980
Term: As provided therein years from 12/31/2059
Lessor: Houser Bros. co, a Limited Partnership
Lessee: Robert P. Warmington

The present ownership of said Leasehold and other matters affecting the interest of the Lessee are not shown herein.

9 Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessor(s) in the lease or leases described or referred to herein.
10 The effect of any failure to comply with the terms, covenants and provisions of the lease or leases described or referred to herein.
11 The requirement that The Huntington Beach Gables Homeowners Association consent to any document transferring or encumbering the estate described herein.
12 "NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact your title officer immediately for further review".
13 A claim of lien pursuant to the terms and provisions of the declaration of covenants, conditions and restrictions affecting said land
Recorded: 12/17/2018 as Instrument No. 2018-469842, Official Records.
Claimant: The Huntington Beach Gables Homeowners Association
Amount: \$525.00
14 NOTE: It may be necessary for the spouse of Randall L. Nickel , to join in the execution of any instrument required to convey or encumber said land.

End of Schedule B

NOTE NO. 2

California Revenue and Taxation Code Section 18662, effective January 1, 1994 and by amendment effective January 1, 2003, provides that the buyer in all sales of California Real Estate may be required to withhold 3 and 1/3% of the total sales price as California State Income Tax, subject to the various provisions of the law as therein contained.

NOTE NO. 3 PAYOFF INFORMATION:

Note: this company does require current beneficiary demands prior to closing.

If the demand is expired and a correct demand cannot be obtained, our requirements will be as follows:

- A. If this company accepts a verbal update on the demand, we may hold an amount equal to one monthly mortgage payment. The amount of this hold will be over and above the verbal hold the lender may have stipulated.
- B. If this company cannot obtain a verbal update on the demand, will either pay off the expired demand or wait for the amended demand, at the discretion of the escrow.
- C. In the event that a payoff is being made to a servicing agent for the beneficiary, this company will require a complete copy of the servicing agreement prior to close.

NOTE NO. 4

If this company is requested to disburse funds in connection with this transaction, chapter 598, statutes of 1989 mandates hold periods for checks deposited to escrow or sub-escrow accounts. The mandatory hold is one business day after the day deposited. Other checks require a hold period from three to seven business days after the day deposited.

Notice Regarding Your Deposit of Funds

California Insurance Code Sections 12413 *et. Seq.* Regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow and sub-escrow accounts and be available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's checks drawn on a California based bank may be disbursed the next business day after the day of deposit. If funds are deposited with by other methods, recording or disbursement may be delayed. All escrow and sub-escrow funds received by the Company will be deposited with other funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The Company and/or its parent company may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and the Company shall have no obligation to account to the depositing party in any manner for the value of, or to pay such party, any benefit received by the Company and/or its parent Company. Those benefits may include, without limitation, credits allowed by such financial institution on loans to the Company and/or its parent company and earnings on investments made on the proceeds of such loans, accounting, reporting and other services and products of such financial institution. Such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow or sub-escrow.

Order No. 210-2010875-15

"NOTES AND REQUIREMENTS SECTION"

ORANGE COAST TITLE COMPANY
OF SOUTHERN CALIFORNIA

NOTE NO. 1

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT NOTICE

This is to give you notice that Orange Coast Title Company is a shareholder in Orange Coast Title Company of Southern California and Orange Coast Title Company owns an interest in Real Advantage Title Insurance Company. This underwriter may be chosen by Orange Coast Title Company of Southern California and this referral may provide Orange Coast Title Company a financial or other benefit.

You are NOT required to use the listed provider as a condition for settlement of your loan or purchase, sale or refinance of the subject property and you have the opportunity to select any of the Orange Coast Title Company of Southern California title insurance underwriters for your transaction. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES

Notes section continued on next page...

Order No. 210-2010875-15



Orange Coast Title Company of Southern California -

Inland Empire Division

1845 Business Center Drive, Suite 218

San Bernardino, CA 92408

909-825-8800

Attention:

Borrower:

Lenders supplemental report

The above numbered report (including any supplements or amendments thereto) is hereby modified and/or supplemented in order to reflect the following additional items relating to the issuance of an American Land Title Association loan policy form as follows:

A. This report is preparatory to this issuance of an American Land Title Association loan policy of title insurance. This report discloses nothing, which would preclude the issuance of said American land title association loan policy of title insurance with endorsement no. 100 attached thereto.

B. The improvements on said land are designated as:

A condominium

4476 Alderport, #53, in the City of Huntington Beach, County of Orange, State of California.

C. Our search of the public records revealed conveyance(s) affecting said land recorded within 24 months of the date of this report are as follows:

None.

Order No. 210-2010875-15

Attention

Please note that this preliminary report now has an extra copy of the legal description on a separate sheet of paper. There are no markings on the page. The idea is to provide you with a legal description that can be attached to other documents as needed. That legal description page immediately follows this page.

Thank you for your support of Orange Coast Title Company of Southern California - Inland Empire Division. We hope that this makes your job a little easier.

Page 9

Exhibit "A"

A Condominium Leasehold Estate as created by that certain lease, upon and subject to the terms, covenants and provisions therein provided, recorded November 7, 1980 in Book 13824 Page 1274, Official Records.

Dated: August 1, 1980

Term: years ending December 31, 2059.

Lessor: Robert P. Warmington, an individual

Lessee: John F. Turner and Virginia H. Turner, husband and wife as joint tenants

An Assignment of said Condominium Sublease was recorded October 31, 2018 as Instrument No. 2018-0395579 Official Records.

Parcel 1:

Unit 53 as shown and defined on a Condominium Plan (the "Condominium Plan") recorded in Book 13358 Page(s) 1193, et seq., Official Records of Orange County, California, excepting that portion consisting of buildings and other improvements;

Parcel 2:

An undivided one-eightieth (1/80th) interest as tenants in common in the common area of Lots 1 and 2 Tract No. 10542, in the City of Huntington Beach, County of Orange, State of California as shown on a Map recorded in Book 456, Page(s) 49 and 50 of Miscellaneous Maps, Records of Orange County, California, as shown on the Condominium Plan, excepting that portion consisting of buildings and other improvements.

Except there from all minerals, oil, gas and other hydrocarbon substances lying below a depth of 500 feet below the surface of said land without the right of surface entry above the depth of 500 feet from the surface, as reserved in Deeds of Record.

Parcel 3:

Those portions of Unit 53, Building 14, inclusive, as shown and defined on the Condominium Plan, consisting of buildings and other improvements.

Parcel 4:

An undivided one-eightieth (1/80th) interest as Tenants in Common, in and to those portions of the Common Area as shown and defined on the Condominium Plan, consisting of buildings or other improvements.

Parcel 5:

An easement for the exclusive use and occupancy of those portions of the restricted Common Area, as defined on said Condominium Plan for ground level entry, courtyard entry, staircases, garages, and attic space relating to said units.

Parcel 6:

A non-exclusive easement and right to use the Common Area as defined on said Condominium Plan, except the restricted Common Area(s).

**The Huntington Beach Gables
Homeowners Association**

5267 Warner Ave., #263
Huntington Beach, CA 92649

Invoice Date
8/21/2020

Invoice #
1069

INVOICE

Property:
4476 Alderport

Bill To:

Jamie Gallian
4476 Alderport
Huntington Beach, CA 92649

**PLEASE PAY
THIS AMOUNT**



\$412,958.11

Please check box if address is incorrect or has changed, and
indicate change(s) on reverse side.

Make checks payable to:

The Huntington Beach Gables
Homeowners Assoc.
5267 Warner Ave., #263
Huntington Beach, CA 92649

The Huntington Beach Gables
Homeowners Association

PLEASE DETACH AND RETURN TOP PORTION WITH PAYMENT

5267 Warner Ave., #263
Huntington Beach, CA 92649

| Due Date | Account # |
|----------|-----------|
| 9/1/2020 | 22034 |

| Transaction | Amount | Amount |
|----------------------|--------|--------|
| September Assessment | 350.00 | 350.00 |

United States Bankruptcy Court

Central District of California

In re:

Jamie Lynn Gallian
Debtor

Case No. 21-11710-ES

Chapter 7

CERTIFICATE OF NOTICE

District/off: 0973-8

User: admin

Page 1 of 2

Date Rcvd: Jul 09, 2021

Form ID: 309A

Total Noticed: 41

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jul 11, 2021:

| Recip ID | Recipient Name and Address |
|----------|---|
| db | + Jamie Lynn Gallian, 16222 Monterey Ln SP #376, Huntington Beach, CA 92649-2258 |
| 40861531 | + David R. Flyer, 4120 Birch St. Ste. 101., Newport Beach, CA 92660-2228 |
| 40861532 | + Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7907 |
| 40861533 | + Frank Satalino, 19 Velarde Ct., Rancho Santa Margarita, CA 92688-8502 |
| 40861535 | + Gordon Rees Scully & Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861534 | + Gordon Rees Scully & Mansukhani, 5 Park Plaza Ste. 1100, Irvine, CA 92614-8502 |
| 40861536 | + Houser Bros. Co., DBA Rancho Del Rey Estates, 16222 Monterey Ln, Huntington Beach CA 92649-6214 |
| 40861537 | + Houser Bros. Co., DBA Rancho Del Rey Mobile Home Estates, 17610 Beach Blvd Ste. 32, Huntington Beach, CA 92647-6876 |
| 40861538 | + Huntington Harbor Village, 16400 Saybrook, Huntington Beach, CA 92649-2277 |
| 40861540 | + J-pad, LLC, 2702 N Gaff Street, Orange, CA 92865-2417 |
| 40861541 | + James H Cosello, Casello & Lincoln., 525 N Cabrillo Park Dr, Ste 104, Santa Ana, CA 92701-5017 |
| 40861530 | + Jamie Lynn Gallian, 16222 Monterey Ln #376, Huntington Beach, CA 92649-2258 |
| 40861543 | + Janine Jasso, P.O. Box 370161, El Paso, TX 79937-0161 |
| 40861542 | + Janine Jasso, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861544 | + Jennifer Ann Paulin, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861545 | + Kia Motors Finance, PO Box 20815, Fountain Valley, CA 92728-0815 |
| 40861546 | + Lee S. Gragnano, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861547 | + Linda Jean "Lindy" Beck, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861548 | + Lisa T. Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239 |
| 40861549 | + Lori Ann Burrett, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861550 | Mark A. Mellor Mellor Law Firm, c/o Randall Nickell, 6800 Indiana Ave., Riverside, CA 92506-4267 |
| 40861552 | Michael S. Devereux, Wex Law, 9171 Wilshire Blvd. Ste. 500, Beverly Hills, CA 90210-5536 |
| 40861553 | + Nationwide Reconveyance, LLC, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908 |
| 40861554 | Orange County Tax Assessor, P.O. Box 149, Santa Ana, CA 92701 |
| 40861555 | + Patricia Ryan, 20949 Lassen St. Apt 208, Chatsworth, CA 91311-4239 |
| 40861557 | + People of the St of CA, 8141 13th Street, Westminster, CA 92683-4576 |
| 40861558 | + Randall Nickel, 11619 Inwood Drive., Riverside, CA 92503-5000 |
| 40861556 | + Raquel Flyer-Dashner, 4120 Birch St. Ste. 101., Newport Beach, CA 92660-2228 |
| 40861560 | + Stanley Feldsott: Esq, Feldsott & Lee, 23161 Mill Creek Drive, Laguna Hills, CA 92653-7907 |
| 40861561 | + Steven A. Fink, 13 Corporate Plaza Ste. 150, Newport Beach, CA 92660-7919 |
| 40861559 | + Superior Default Services Inc, c/o Feldsott & Lee, 23161 Mill Creek Drive Ste 300, Laguna Hills, CA 92653-7908 |
| 40861563 | + The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell APC, 10200 Willow Creek Road, Ste 100, San Diego, CA 92131-1669 |
| 40861562 | The Huntington Beach Gables, Homeowners Association, c/o Epsten Grinnell & Howell, APC 10200 Willow Creek Road., Ste 100 San Diego, CA 92131 |
| 40861564 | + Theodore R "Ted" Phillips, c/o Gordon Rees Scully &, Mansukhani, 633 W 5th Street, 52nd Floor, Los Angeles, CA 90071-2005 |
| 40861565 | United Airlines, P.O. Box 0675, Carol Stream, 60132-0675 |
| 40861567 | + Vivienne J Alston, Alston, Alston & Diebold, 27201 Puerta Real Ste 300, Mission Viejo, CA 92691-8590 |

TOTAL: 36

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

| Recip ID | Notice Type: Email Address EDI: FJIGOLDEN.COM | Date/Time Jul 10 2021 03:38:00 | Recipient Name and Address Jeffrey I Golden (TR), Weiland Golden Goodrich LLP, P.O. Box 2470, Costa Mesa, CA 92628-2470 |
|----------|--|-----------------------------------|--|
| smg | EDI: EDD.COM | Jul 10 2021 03:38:00 | Employment Development Dept., Bankruptcy |

District/off: 0973-8

User: admin

Page 2 of 2

Date Rcvd: Jul 09, 2021

Form ID: 309A

Total Noticed: 41

Group MIC 92E, P.O. Box 826880, Sacramento,
CA 94280-0001

| | | | |
|----------|--------------------|----------------------|---|
| smg | EDI: CALTAX.COM | Jul 10 2021 03:38:00 | Franchise Tax Board, Bankruptcy Section MS: A-340, P.O. Box 2952, Sacramento, CA 95812-2952 |
| 40861539 | EDI: IRS.COM | Jul 10 2021 03:38:00 | Internal Revenue Service, PO Box 7346, Philadelphia, 19101-7346 |
| 40861566 | EDI: USBANKARS.COM | Jul 10 2021 03:38:00 | US Bank NA, PO Box 64799, Saint Paul, MN 55164 |

TOTAL: 5

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

| Recip ID | Bypass Reason | Name and Address |
|----------|---------------|--|
| 40861568 | 4 | |
| 40861551 | | Michael Chulak-(unknown), Mchulak@MTcLaw.com |

TOTAL: 2 Undeliverable, 0 Duplicate, 0 Out of date forwarding address

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jul 11, 2021

Signature: /s/Joseph Speetjens

Information to identify the case:

| | | | | |
|---------------------------------|---------------------------------------|-------------|-----------|---|
| Debtor 1 | Jamie Lynn Gallian | | | Social Security number or ITIN xxx-xx-3936 |
| | First Name | Middle Name | Last Name | EIN ----- |
| Debtor 2 (Spouse, if filing) | First Name | Middle Name | Last Name | Social Security number or ITIN ----- |
| | | | | EIN ----- |
| United States Bankruptcy Court | Central District of California | | | Date case filed for chapter 7 7/9/21 |
| Case number: | 8:21-bk-11710-ES | | | |

Official Form 309A (For Individuals or Joint Debtors)**Notice of Chapter 7 Bankruptcy Case — No Proof of Claim Deadline**

10/20

For the debtors listed above, a case has been filed under chapter 7 of the Bankruptcy Code. An order for relief has been entered.

This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read all pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtors or the debtors' property. For example, while the stay is in effect, creditors cannot sue, garnish wages, assert a deficiency, repossess property, or otherwise try to collect from the debtors. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although debtors can ask the court to extend or impose a stay.

The debtors are seeking a discharge. Creditors who assert that the debtors are not entitled to a discharge of any debts or who want to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadlines specified in this notice. (See line 9 for more information.)

To protect your rights, consult an attorney. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below or through PACER (Public Access to Court Electronic Records at <https://pacer.uscourts.gov>).

The staff of the bankruptcy clerk's office cannot give legal advice.

To help creditors correctly identify debtors, debtors submit full Social Security or Individual Taxpayer Identification Numbers, which may appear on a version of this notice. However, the full numbers must not appear on any document filed with the court.

Do not file this notice with any proof of claim or other filing in the case. Do not include more than the last four digits of a Social Security or Individual Taxpayer Identification Number in any document, including attachments, that you file with the court.

| About Debtor 1: | | About Debtor 2: |
|---|---|---|
| 1. Debtor's full name | Jamie Lynn Gallian | |
| 2. All other names used in the last 8 years | aka Jamie L. Gallian | |
| 3. Address | 16222 Monterey Ln SP #376 Huntington Beach, CA 92649 | |
| 4. Debtor's attorney Name and address | Jamie Lynn Gallian 16222 Monterey Ln SP #376 Huntington Beach, CA 92649 | Contact phone 714-321-3449 Email _____ |
| 5. Bankruptcy trustee Name and address | Jeffrey I. Golden (TR) Weiland Golden Goodrich LLP P.O. Box 2470 Costa Mesa, CA 92628-2470 | Contact phone (714) 966-1000 Email _____ |

5/

For more information, see pages 2 and 3 >

| | | |
|---|--|---|
| 6. Bankruptcy clerk's office | 411 West Fourth Street, Suite 2030, Santa Ana, CA 92701-4593 | Hours Open: 9:00 AM – 4:00 PM Contact phone 855-460-9641 Dated: 7/9/21 |
| | Documents in this case may be filed at this address. You may inspect all records filed in this case at this office or online at https://pacer.uscourts.gov . | |
| 7. Meeting of creditors | August 18, 2021 at 09:00 AM | Location: TELEPHONIC MEETING, FOR INSTRUCTIONS, CONTACT THE TRUSTEE |
| | Debtors must attend the meeting to be questioned under oath by the trustee and by creditors. In a joint case, both spouses must attend. Creditors may attend, but are not required to do so. | The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket. The trustee is designated to preside at the meeting of creditors. The case is covered by the chapter 7 blanket bond on file with the court. |
| 8. Presumption of abuse | The presumption of abuse does not arise. | |
| | If the presumption of abuse arises, you may have the right to file a motion to dismiss the case under 11 U.S.C. § 707(b). Debtors may rebut the presumption by showing special circumstances. | |
| 9. Deadlines | File by the deadline to object to discharge or to challenge whether certain debts are dischargeable: | Filing deadline: 10/18/21 |
| | The bankruptcy clerk's office must receive these documents and any required filing fee by the following deadlines. | You must file a complaint: <ul style="list-style-type: none">• if you assert that the debtor is not entitled to receive a discharge of any debts under any of the subdivisions of 11 U.S.C. § 727(a)(2) through (7), or• if you want to have a debt excepted from discharge under 11 U.S.C. § 523(a)(2), (4), or (6). You must file a motion: <ul style="list-style-type: none">• if you assert that the discharge should be denied under § 727(a)(8) or (9). |
| | Deadline to object to exemptions: The law permits debtors to keep certain property as exempt. If you believe that the law does not authorize an exemption claimed, you may file an objection. | Filing deadline: 30 days after the conclusion of the meeting of creditors |
| 10. Proof of claim | No property appears to be available to pay creditors. Therefore, please do not file a proof of claim now. If it later appears that assets are available to pay creditors, the clerk will send you another notice telling you that you may file a proof of claim and stating the deadline. | |
| | Please do not file a proof of claim unless you receive a notice to do so. | |
| 11. Creditors with a foreign address | If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadlines in this notice. Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case. | |
| 12. Exempt property | The law allows debtors to keep certain property as exempt. Fully exempt property will not be sold and distributed to creditors. Debtors must file a list of property claimed as exempt. You may inspect that list at the bankruptcy clerk's office or online at https://pacer.uscourts.gov . If you believe that the law does not authorize an exemption that the debtors claim, you may file an objection. The bankruptcy clerk's office must receive the objection by the deadline to object to exemptions in line 9. | |

For more information, see pages 1 and 3 >

Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case — No Proof of Claim Deadline

page 2

13. Proof of Debtor Identification (ID) and Proof of Social Security Number(SSN)

The U.S. Trustee requires that individual debtors must provide to the trustee at the meeting of creditors an original picture ID and proof of SSN. Failure to do so may result in the U.S. Trustee bringing a motion to dismiss the case. Permissible forms of ID include a valid state driver's license, government or state-issued picture ID, student ID, military ID, U.S. Passport or legal resident alien card. Proof of SSN includes Social Security Card, current W-2 form, pay stub, payment advice, IRS Form 1099, Social Security Administration Report, or other official document which indicates name and SSN.

14. Failure to File a Statement and/or Schedule(s)

IF THE DEBTOR HAS NOT FILED A STATEMENT AND/OR SCHEDULE(S) AND/OR OTHER REQUIRED DOCUMENTS, the debtor must do so, or obtain an extension of time to do so, within 14 days of the petition filing date. Failure to comply with this requirement, or failure to appear at the initial section 341(a) meeting of creditors and any continuance, may result in dismissal of the case, unless leave of court is first obtained. If the debtor's case has not already been dismissed, AND DEBTOR FAILS TO DO ONE OF THE FOLLOWING WITHIN 45 DAYS AFTER THE PETITION DATE, subject to the provisions of Bankruptcy Code section 521(i)(4), the court WILL dismiss the case effective on the 46th day after the petition date without further notice: (1) file all documents required by Bankruptcy Code section 521(a)(1); or (2) file and serve a motion for an order extending the time to file the documents required by this section.

SI EL DEUDOR NO HA PRESENTADO UNA DECLARACIÓN Y/O LISTA(S) DE ACREDITADORES Y/O OTROS DOCUMENTOS REQUERIDOS, tendrá que hacerlo dentro de un plazo de 14 días a partir de la fecha de presentación de la petición o tendrá que obtener una extensión del plazo para hacerlo. Si no cumple usted este requisito, o si no comparece a la junta 341(a) inicial de acreedores o a cualquier aplazamiento, esto resultará en que se declare sin lugar el caso, a menos de que obtenga un permiso del tribunal. Si no se ha declarado sin lugar el caso del acreedor, Y EL ACREDITADOR NO HACE UNA DE LAS SIGUIENTES COSAS DENTRO DE UN PLAZO DE 45 DÍAS A PARTIR DE LA FECHA DE LA PETICIÓN, de acuerdo con lo dispuesto en la sección 521(i)(4) del Código de Quiebras, el juez DECLARARÁ el caso sin lugar a partir de el 46o día después de la fecha de presentación de petición sin más notificación: (1) registrar en actas todos los documentos que requiere la sección 521(a)(1) del Código de Quiebras; o (2) registrar y hacer entrega formal de una moción para pedir una orden que extienda el tiempo en que se pueden registrar en actas los documentos que requiere dicha sección.

15. Bankruptcy Fraud and Abuse

Any questions or information relating to bankruptcy fraud or abuse should be addressed to the Fraud Complaint Coordinator, Office of the United States Trustee, 411 West Fourth Street, Suite 7160, Santa Ana, CA 92701.

For more information, see pages 1 and 2 >

Official Form 309A (For Individuals or Joint Debtors) Notice of Chapter 7 Bankruptcy Case --- No Proof of Claim Deadline

page 3

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
5801 SKYLAB ROAD
HUNTINGTON BEACH, CA 92647

A true and correct copy of the foregoing document entitled: AMENDED
DEBTOR'S NOTICE OF MOTION AND MOTION TO AVOID

LIEN UNDER 11 U.S.C. § 522(f) (REAL PROPERTY) will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below.

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 07/22/2022, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Jeffrey Golden (TR) lwerner@wglp.com, jig@trustesolutions.net

United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 7/22/2022, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Huntington Beach Gables Homeowners Association
230 Commerce Ste. 250
Irvine, CA 92602

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 7.22.2022, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Huntington Beach Gables Homeowners Association
Michael Poole, Esq mpoole@cahoalaw.com
Stanely Feldsott, Esq. feldsott@gmail.com
Janine Jasso, Esq j9_jasso@yahoo.com

Hon. Erithe A, Smith
United States Bankruptcy Court
411 West Fourth Street
Santa Ana, CA 92701

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

7/22/2022

Robert McLelland

Date

Printed Name

Robert McLelland

Signature

ADDITIONAL SERVICE INFORMATION (if needed):

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Aaron E DE Leest on behalf of Trustee Jeffrey I Golden (TR)
adeleest@DanningGill.com, danninggill@gmail.com;adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com

Jeffrey I Golden (TR) l Werner@wgllp.com, jig@trustsolutions.net;kadele@wgllp.com

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates
ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF
ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.
ehays@marshackhays.com,
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)
eisrael@DanningGill.com, danninggill@gmail.com;eisrael@ecf.inforuptcy.com

Laila Masud on behalf of Interested Party Courtesy NEF
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Plaintiff Houser Bros. Co.
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Mark A Mellor on behalf of Interested Party Courtesy NEF mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smith on behalf of Interested Party Courtesy NEF claims@recoverycorp.com

United States Trustee (SA) ustpregion16.sa.ecf@usdoj.gov